



CITY COUNCIL AGENDA

Tuesday, September 21, 2010

7:00 p.m.

Coon Rapids City Center
Council Chambers

COUNCIL ACTION 09/21/10

Open Mic/Public Comment	
Call to Order	
Pledge of Allegiance	
Roll Call	
1. Adopt Agenda	
2. Cons. Approval of Minutes:	
a. September 7, 2010, Work Session	
b. September 7, 2010, Council Meeting	
3. Consent Agenda:	
a. Cons. Resolution 10-100 To Accept Donations of Monies from Various Individuals and Organizations To Be Used Toward the Senior Activity Fund	
b. Approve Purchase of New Furniture for Civic Center Library	
c. Accept Petition for Vacation of Drainage and Utility Easement and Order Public Hearing, Green Bay Packaging, Inc., 555 87 th Lane NW	
d. Informational Item:	
1. Postponement of Vacation of Street Easement and Acceptance of Ingress and Egress Easement, Lyle Clemenson (CEI), 311 Northdale Boulevard	
4. Approve Commercial Lease Agreement for Bunker Hills Golf Course Restaurant and Catering Provider, Town & Country Caterers	
5. Cons. Adoption of Ordinance Amending City Code; Repealing Chapter 6-500 Non-Domestic Animals and Adding New Chapter 6-500	
6. Cons. Adoption of Ordinance Amending Zoning Code, from General Commercial To Riverdale Station Transit District, West Of Northdale Boulevard, North of the BNSF Tracks and South of Riverdale Commons, PC 10-2	
7. Cons. Adoption of Ordinance Establishing Stop Signs on Hummingbird Street NW at 104th Avenue NW	
8. Cook Memorial Ice Arena:	
a. Approve Lease Agreement with Coon Rapids Youth Hockey Association for Operation of Concession Stand at Cook Ice Arena	
b. Cons. Commitment to Coon Rapids Youth Hockey Association Entry Level Program	
9. Cons. Introduction of an Ordinance Amending City Code; Chapter 6-100, Dog Control	
10. Other Council Business:	
a. New Dog Park Location	
b. Six Cities Watershed Management Organization	
c. Updated Work Session Schedule	
11. Adjourn	

UNAPPROVEDCOON RAPIDS CITY COUNCIL WORK SESSION OF SEPTEMBER 7, 2010

A work session of the Coon Rapids City Council was called to order by Mayor Tim Howe on Tuesday, September 7, 2010, at 5:30 p.m. in Conference Room #1 at Coon Rapids City Hall.

Members Present: Mayor Tim Howe, Councilmembers Denise Klint, Paul Johnson, Melissa Larson, Joe Sidoti, Jerry Nelson, and Scott Schulte

Members Absent: None

Staff Present: City Manager Matt Fulton, City Attorney Stoney Hiljus, Community Development Director Marc Nevinski, Planner Scott Harlicker, City Clerk Joni Anderson

Planning Commissioners: Donna Naeve, Jennifer Geisler, Margaret Murphy

1. CALL TO ORDER

Mayor Howe called the work session to order at 5:30 p.m.

2. UPDATE TO COON RAPIDS BOULEVARD FRAMEWORK PLAN

Community Development Director Marc Nevinski explained the eight key policies and actions Council was asked to review: Zoning between Ports; Site Assembly; Densities between Ports; Frontage Roads; Approval Process; Site Standards; Building Standards; Roadway Reconstruction/Sound Walls.

In response to Councilmember Schulte's question regarding site standards, Mr. Nevinski stated residential setbacks could be increased and would be impacted by design.

Following extended discussion on building standards and "two story expression", Mr. Nevinski recapped that Council was in favor of the two story expression that but staff needed to work out more details around this requirement.

Regarding the approval process, there was consensus that Council involvement was important during development of the master plan, but Planning Commission could handle the revisions and keep Council informed.

Council discussed the difficulty of County and federal regulations, including sound walls, which could impact Coon Rapids Boulevard. Mr. Nevinski stated policies could be put in place to mitigate those regulations, including certain acquisitions, set backs and distances.

Council further commented on the transition of the function and amenities of Coon Rapids Boulevard over time. Council also discussed ways to make Coon Rapids Boulevard more viable with the proper mix of retail and increased residential.

There was consensus that the square footage allowed for retail should be increased in the Ports. Allowed density should be increased from 7 to 10 units per acre should between the Ports.

3. OTHER BUSINESS

There was no other business to come before Council.

4. ADJOURN

Mayor Howe adjourned the work session at 6:47 p.m.

Respectfully submitted,

Joni Anderson
City Clerk

UNAPPROVEDCOON RAPIDS CITY COUNCIL MEETING MINUTES OF SEPTEMBER 7, 2010

OPEN MIC/PUBLIC COMMENT

No one appeared.

CALL TO ORDER

The first regular meeting of the Coon Rapids City Council for the month of September was called to order by Mayor Tim Howe at 7:00 p.m. on Tuesday, September 7, 2010, in the Council Chambers.

ROLL CALL

Members Present: Mayor Tim Howe, Councilmembers Denise Klint, Melissa Larson, Paul Johnson, Joe Sidoti, Jerry Nelson and Scott Schulte

Members Absent: None

PLEDGE OF ALLEGIANCE TO THE FLAG

1. ADOPT AGENDA

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER SIDOTI, TO ADOPT THE AGENDA AS AMENDED, POSTPONING ITEM 5. THE MOTION PASSED UNANIMOUSLY.

2. CONSIDER APPROVAL OF MINUTES:

- A. AUGUST 17, 2010, WORK SESSION
- B. AUGUST 17, 2010, COUNCIL MEETING
- C. AUGUST 31, 2010, WORK SESSION

MOTION BY COUNCILMEMBER SIDOTI, SECONDED BY COUNCILMEMBER JOHNSON, FOR APPROVAL OF THE MINUTES OF THE AUGUST 17, 2010, WORK SESSION MEETING. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER KLINT, FOR APPROVAL OF THE MINUTES OF THE AUGUST 17, 2010, COUNCIL MEETING. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER NELSON, FOR APPROVAL OF THE MINUTES OF THE AUGUST 31, 2010, WORK SESSION MEETING. THE MOTION PASSED 5-0-1, COUNCILMEMBERS LARSON AND SIDOTI ABSTAINED.

3. CONSENT AGENDA:

- A. CONSIDER APPROVAL OF OFF-SALE 3.2% MALT LIQUOR LICENSE, KWIK TRIP, 9250 SPRINGBROOK DRIVE
 - B. CONSIDER RESOLUTION 10-97 ACCEPT THE GRANT OF MONIES THROUGH THE TARGET & BLUE LAW ENFORCEMENT GRANT PROGRAM
-

MOTION BY COUNCILMEMBER SIDOTI, SECONDED BY COUNCILMEMBER JOHNSON, FOR APPROVAL OF THE CONSENT AGENDA AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

4. OPEN MIC REPORTS:

- A. JERRY PIERCE, 12236 PARTRIDGE STREET NW RE: PARLIMENTARY PROCEDURES
-

Mayor Howe reviewed that at the August 17, 2010 City Council meeting a citizen in the public audience approached the podium while the Council was conducting city business and proclaimed, "Point of Order, Mayor." This is the second time this year the citizen has attempted to raise a point of order motion. The Mayor essentially ruled that the citizen was out of order and that someone other than a council member cannot raise a point of order. The citizen challenged the ruling, questioned the Mayor's understanding of *Robert's Rules of Order*, and was eventually asked to leave the meeting under escort by the Chief of Police. The City Attorney provided the Council and the citizen with information to clarify the purpose of a point of order motion and who may make such a motion.

In City Code the rules of procedure are stated as follows:

2-402 Rules of Procedure. The proceedings of the meeting shall be conducted in accordance with the parliamentary rules contained in *Robert's Rules of Order, Newly Revised*, unless otherwise provided by statute or by rules adopted by resolution of the Council.

Robert's Rules were designed to keep order and decorum at meetings of an assembly. The Mayor, as the presiding officer, has the responsibility for maintaining order in the meeting and ensuring that the rules are followed. The Mayor's authority in interpreting and enforcing the rules of procedure and decorum are broad and subject only to a motion to appeal by the Council.

A Point of Order is a motion that may be made by a member of the assembly (City Council) when the member thinks a rule of the assembly has been violated. A "member" as defined in Chapter 1, section 1, *Robert's Rules of Order Newly Revised*, is "a person having the right to full participation in its proceedings – that is, the right to make motions, to speak in debate on them, and to vote." Section 23 of *Robert's Rules* provides, "When a member thinks that the rules of the assembly are being violated, he can make a *Point of Order* thereby calling upon the chair for a ruling and an enforcement of the rules." A Point of Order, as an incidental motion, may be made at any time a member believes the rules of procedure have been violated. The motion need not be seconded and is

not subject to debate or discussion. The presiding officer (Mayor) decides whether the rules of order have been violated and what enforcement should be taken to restore order. If the presiding officer is uncertain as to how to rule he or she may submit the question to the assembly as a whole, request the member making the motion to clarify how he/she thinks the rules have been violated, or consult with the assembly's parliamentarian (City Attorney) for advice on how to rule. The presiding officer's ruling, once made, can only be appealed to the assembly as a whole by a motion and second.

In summary, based on review of *Robert's Rules* it seems clear that the Mayor's ruling that the point of order by the citizen was, in fact, out of order was correct. The citizen is not considered a "member" as defined by *Robert's Rules* and, therefore, does not have the ability to make a motion or raise a point of order.

B. DALE KOCH, 2020 127TH AVENUE NW, RE: CONCERNS ABOUT BRUCE SANDERS' CAMPAIGN SIGNS

Mayor Howe reviewed Dale Koch appeared at the August 17th Open Mic with concerns about Bruce Sanders campaign signs. A letter was sent to Mr. Koch advising him to contact the Secretary of State's Fair Campaign Practices department with his question.

5. VACATION OF STREET EASEMENT AND ACCEPTANCE OF INGRESS AND EGRESS EASEMENT, LYLE CLEMENSON, 311 NORTHDAL BOULEVARD:
- A. PUBLIC HEARING, 7:00 P.M.
 - B. CONSIDER RESOLUTION 10-94 VACATING STREET EASEMENTS
 - C. ACCEPT EASEMENT AGREEMENT
-

City Attorney Hiljus presented a memorandum to Council stating on August 4, 2010, Council accepted a petition requesting the vacation of street easement submitted by Lyle Clemenson for property located at 311 Northdale Boulevard and ordered a public hearing.

Mr. Clemenson is the owner of CEI, a small manufacturing business, located out of Elk River who recently purchased the property at 311 Northdale Boulevard. He is interested in adding onto and converting the building at the above location for sales offices and sample storage space. There is currently a driveway located on the northwesterly side of the property that is used by the neighboring business for access to Northdale Boulevard and by the City for access to the east water treatment plant. The street easement for this driveway is creating setback issues for the building conversion. Mr. Clemenson is requesting the vacation of the street easement and proposing to grant the City and neighboring properties access agreements for use of the driveway. Staff is in agreement with this proposal. The utility easement over the same property will be retained.

Mr. and Mrs. Clemenson have granted the attached easement for ingress and egress across the property that is being vacated for the street easement. This will eliminate the setback issues for the building conversion.

The Notice of Public Hearing has been published and posted in accordance with City Code.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Community Development/Redevelopment section of the City's long term strategic vision in the following way:

By encouraging private small businesses to expand.

Mayor Howe opened and closed the public hearing at 7:14 p.m. since no one appeared to address the Council.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER JOHNSON, TO POSTPONE ACTION ON THIS ITEM TO THE SEPTEMBER 21, 2010, MEETING. THE MOTION PASSED UNANIMOUSLY.

6. CONSIDER APPROVAL AND AWARD OF ONE BID DIVISION, BUNKER HILLS GOLF COURSE CLUBHOUSE RECONSTRUCTION, PROJECT 08-20

Public Services Director Gatlin presented a memorandum to Council stating on May 25, 2010, bids were received for the Bunker Hills Clubhouse reconstruction project. Council has previously awarded three groups of bids. Consideration for additional contract awards is appropriate at this time.

The Council previously awarded three groups of bids for the Bunker Hills Clubhouse project. Bids were awarded on June 1, 15, and July 20, 2010. At this time Amcon, our construction manager for the contract, is recommending award of bid for the following item:

Division C-28 - Kitchen Equipment: *Strategic* \$270,512

The original bids received on May 25, 2010 did not have a bid for lockers. Our construction manager, Amcon, has solicited bids for lockers and the results of that bid solicitation were summarized by Todd Christopherson of Amcon. Because of some issues with that bid it is not recommended that this bid be awarded at this time.

Three bids were originally submitted for kitchen equipment. These were from Rapids, Landmark, and Strategic. Originally the low base bid was submitted by Rapids in the amount of \$308,569. However, upon further review and investigation, base bids were adjusted to reflect items bid in other contract sections and appropriate adjustments and deductions applied. The current low bidder is now Strategic in the amount of \$270,620. That bid is further reviewed and analyzed again in the attached recommendation from Amcon. In addition to review by the construction manager, the kitchen equipment list has been reviewed in detail by our proposed new food and beverage operator, Town & Country Catering. They have agreed with all the items proposed for purchase to be provided by

Strategic as part of their bid. The recommendation letter summarizes the two bids and recommends award of each bid for the two items.

After Council completes consideration of award for these two contracts, in the future we will need to consider contract awards for three other items. Those will include C-24 – Lockers, C-31 - Low Voltage, Voice, Data, A/V and C-32 - Furniture, Fixtures, Equipment. We also have to receive a bid for signage since no bid was originally received for this item.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Community Development/Redevelopment section of the City's long term strategic vision. Redevelopment of Bunker Hills Clubhouse will enhance the recognition of Bunker Hills Golf Course as a major destination location through the redevelopment of the clubhouse facility.

BUDGET IMPACT

Funding for this item is included in the overall budget for the Clubhouse project. The amount recommended for award is approximately \$40,000 under the original budget estimate.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER SIDOTI, TO AWARD A CONTRACT FOR THE BUNKER HILLS CLUBHOUSE PROJECT INCLUDING CONTRACT C-28 – KITCHEN EQUIPMENT TO STRATEGIC IN THE AMOUNT OF \$270,512. THE MOTION PASSED UNANIMOUSLY.

7. CONSIDER RESOLUTION AWARDING CONTRACT FOR STORM DRAIN REPAIR ON 111TH AVENUE NW AND SANITARY SEWER REPAIR ON KUMQUAT STREET NW, PROJECT 10-17
-

City Engineer Vierzba presented a memorandum to Council stating repairs are needed in two areas on two pipe systems, storm drain on 111th Avenue NW near the Public Works facility, and sanitary sewer on Kumquat Street NW from 110th Avenue NW to 111th Avenue NW. Bids were received on August 27th. Council is requested to award a contract at this time.

Storm Drain on 111th Avenue NW—near Public Works site

The existing 54-inch diameter concrete storm drain pipe is deteriorated in the area and needs to be replaced with approximately 120 feet of new pipe. The joints are leaking and there are holes in some of the pipe which will lead to sink holes in the road. Funding would come from the Storm Water Utility fund-Activity 640.

Sanitary Sewer on Kumquat Street NW at 110th Avenue NW

The existing 8-inch diameter, 45-year old clay sanitary sewer pipe, is in poor condition such that it cannot be relined. It is more practical to remove old pipe and replace with new pipe. The length is

330 feet. Funding would come from the Sewer fund—Activity 620.

Bids received on August 27th are as follows—

Geislinger & Sons	\$157,748.70
Penn Contracting	\$181,323.00
Redstone Construction	\$182,496.57
Northdale Construction	\$189,028.52
Hydrocon, Inc.	\$198,950.90
Northwest Asphalt	\$207,275.90
Engineer's Estimate (SEH, Inc.)	\$274,572.18

The low bidder, Geislinger & Sons, has done a good job on previous contracts with the City. A letter of recommendation from SEH, our project engineer, was shared.

ALIGNMENT WITH STRATEGIC VISIONS

This item relates to the Transportation section of the City's long term strategic vision in the following way:

The City has an efficient and well maintained system of utilities and streets supported by a comprehensive and connected mass transportation system.

Mayor Howe questioned if repairs had already been made to Kumquat Street NW. Public Services Director Gatlin indicated some minor spot repairs had been made but an extensive section needed replacement.

Councilmember Sidoti thanked staff for receiving numerous bids and for saving the City an estimated \$120,000 on this bid.

MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION 10-17(9) AWARDED A CONTRACT TO GEISLINGER & SONS IN THE AMOUNT OF \$157,748.70. THE MOTION PASSED UNANIMOUSLY.

8. CONSIDER ADOPTION ORDINANCE AMENDING CITY CODE; REVISING CONDUCT IN PUBLIC PARKS TO PROHIBIT THE FEEDING OF WILDLIFE AND WATERFOWL

City Attorney Hiljus presented a memorandum requesting Council adopt the ordinance to prohibit the feeding of wildlife and waterfowl in the City of Coon Rapids.

Council and City staff have been contacted on various occasions by citizens concerned about people who are feeding wild animals in the City parks. The concerns generally focus around damage that is

done when large concentrations of wild animals come to a feeding area and the unsanitary conditions that they leave behind.

On July 20, 2010, the Council introduced an ordinance that prohibited feeding wildlife and waterfowl on public property including parks and on private property. The ordinance was introduced in conjunction with an ordinance that repealed the City's regulation of non-domestic animals and replaced it with new regulations. On August 4, 2010, the Council chose to postpone adoption of the ordinances to further consider the regulations.

According to wildlife biologists, feeding wild animals can lead to malnutrition and can actually deprive animals of the essential nutrients that they need to live a healthy life. The result often times ends in disease spreading in the wild animal population. The animals also become dependent on the food that is provided and then lose their natural fear of humans, increasing the risk of injury to people and animals. In addition, overfeeding may result in the animals producing too many offspring that the natural food supply cannot support. Lastly, feeding wild animals leads to property damage as herds of wild animals come onto property to feed and attracts unwanted houseguests and predators.

After the August 4 meeting, City Staff removed the language that would make the restrictions apply on private property. The issue of regulating this conduct on private property can be dealt with in the non-domestic animal ordinance. The current version of this ordinance restricts feeding wildlife and waterfowl only on public property, including the parks within the City. An exception has been created to allow controlled hunts or feeding programs conducted by a government entity to control the animal population.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Housing/Neighborhoods section of the City's long term strategic vision by protecting public and private property from damage, reducing neighbor complaints, and preventing disease and wild animal infestation.

Mayor Howe recommended a notice be placed in the City's newsletter discouraging the feeding of wildlife with the above information included. He added that if problems persist, this issue may have to be revisited.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT AN ORDINANCE PROHIBITING THE FEEDING OF WILDLIFE AND WATERFOWL IN THE CITY AS REVISED TO ALLOW CONTROLLED HUNTS OR FEEDING PROGRAMS CONDUCTED BY A GOVERNMENT ENTITY TO CONTROL THE ANIMAL POPULATION. THE MOTION PASSED UNANIMOUSLY.

9. CONSIDER ORDER OF THE CITY COUNCIL CONCERNING A HAZARDOUS BUILDING AT 9901 LARCH STREET NW

City Attorney Hiljus presented a memorandum requesting Council consider an Order of the City Council of Coon Rapids, Anoka County, Minnesota declaring a hazardous building at 9901 Larch

Street NW and ordering that the home and attached garage be razed and removed.

The buildings at 9901 Larch Street NW consist of a single family home with attached garage and second garage owned by Wells Fargo Bank. On June 23, 2010 City Staff received a code complaint regarding the property and conducted an inspection on June 29, 2010. The inspection revealed that the home is a vacant property. The property has been subject to lack of proper maintenance and fallen into a state of disrepair. The water meter has been removed from the home without shutting the water off at the street which created flooding of the dwelling. The floor now slopes severely to the south end of the home. The foundation of the home is cracked, has shifted and in a failed condition. The interior slab on grade floor is all uneven, from the failed foundation. The exterior walls have bowed out and the roof is also sagging severely to the south end of the dwelling.

Per Minnesota Statutes, Section 463.14 to 463.26, a city may order the owner of any hazardous building or property within the municipality to correct or remove the hazardous condition of the building or property or to raze or remove the building. In the event that the owner does not follow a city's order within the time prescribed, the city may abate the hazardous condition by following the procedures set out in the statute. The procedure requires that the city obtain a court order affirming the city council order and authorizing the city to abate the hazardous building.

Hazardous building or hazardous property means "any building or property, which because of inadequate maintenance, dilapidation, physical damage, unsanitary condition, or abandonment, constitutes a fire hazard, or a hazard to public safety or health." Minn. Stat. Sec. 463.14, subd. 3.

In staff's opinion, the structure on the property is hazardous and unsalvageable and should be razed and removed.

BUDGET IMPACT

Chief Building Official, Doug Whitney, estimates the cost to raze the buildings to be \$18,000 which will then be assessed against the property owner. State Statute requires that the assessment be paid in up to five yearly installments at eight percent interest.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Housing/Neighborhoods section of the City's long term strategic vision in that hazardous buildings detract from the neighborhoods and decrease neighboring property values.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER LARSON, TO APPROVE AN ORDER OF THE CITY COUNCIL OF THE CITY OF COON RAPIDS, ANOKA COUNTY, MINNESOTA CONCERNING A HAZARDOUS BUILDING AT 9901 LARCH STREET NW.

Councilmember Sidoti asked if the entire property was owned by Wells Fargo or this was just the second garage. City Attorney Hiljus stated the entire property was owned by Wells Fargo.

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Councilmember Sidoti questioned if the \$18,000 assessment could be sent to Wells Fargo for payment or if it had to be assessed to the property. City Attorney Hiljus indicated the City has received no response from Wells Fargo to date and the only option would be to assess the property. Councilmember Johnson asked if the building was secure or if the City needed to take additional precautions to keep children from getting into the building. City Attorney Hiljus explained the building was secure.

Councilmember Schulte questioned if the second garage would remain even if the home and attached garage was razed. City Attorney Hiljus recommended the second garage be demolished as well and he would seek this recommendation from the court as it would become an attractive nuisance.

THE MOTION PASSED UNANIMOUSLY.

10. CONSIDER APPEAL OF MULTIPLE PET PERMIT DENIAL, IRENE KURKOWSKI, 591 108TH AVENUE NW, CASE 10-4

Police Chief Snell presented a memorandum to Council stating Irene Kurkowski is appealing the denial of a multiple pet permit to keep four cats at her house at 1591 108 Avenue NW, Coon Rapids, MN.

On July 29, 2010, the Multiple Pet Committee met to review the application from Ms. Kurkowski to keep four cats at her house. These cats belong to Steve Kurkowski, her son, who is living with her. Due to non-compliance with the application, specifically, refusal for an inspection of her property and non-payment of the permit and inspection fee, the permit was denied.

On August 12, 2010, Irene Kurkowski submitted her appeal to the City Manager's office for a hearing on the multiple pet permit denial.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Public Safety section of the City's long term strategic vision by enhancing a healthy and peaceful neighborhood.

MOTION BY COUNCILMEMBER SIDOTI, SECONDED BY COUNCILMEMBER LARSON, TO UPHOLD THE DENIAL OF THE MULTIPLE PET PERMIT FOR IRENE KURKOWSKI AT 1591 108TH AVENUE NW.

Mayor Howe asked if the appeal fees had been paid by Ms. Kurkowski. Chief Snell stated the home has not been inspected and no fees have been paid at this point.

Councilmember Nelson questioned how the City would proceed with this issue. City Attorney Hiljus indicated the City would have to enforce the motion this evening and refer the issue to criminal prosecution or assure that a search was completed of the property to gain compliance with

the City code.

THE MOTION PASSED UNANIMOUSLY.

11. PORT CAMPUS SQUARE:

- A. APPROVE FINAL PORT MASTER PLAN FOR PORT CAMPUS SQUARE, PC 10-15
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Community Development Director Nevinski presented a memorandum to Council requesting the Council consider a Final Port Master Plan for Port Campus Square.

On August 19, 2010, the Planning Commission recommended approval of a Final Port Master Plan to incorporate plans for a new ice arena and accommodate a future community center. The Council approved a Preliminary Port Master Plan on July 6, 2010. The Final Master Plan is consistent with the Preliminary Master Plan.

The proposed master plan envisions relocating the intersection of 111th Avenue NW and Coon Rapids Boulevard to the east adjacent to a new City park. Realignment of this intersection also allows for assembly of parcels on the south side of Coon Rapids Boulevard for redevelopment as either commercial or residential uses. While the City's ice arena and future phases of a community center would occupy most of the land south of Coon Rapids Boulevard, residential development is planned near the intersection of Crooked Lake Boulevard and 109th Lane NW. The land along the south side of 111th Avenue NW is planned for a combination of stacked parking for a future community center and mixed-use development. A new north-south public street connection is planned between 109th Lane NW and 111th Avenue NW. The area along the north side of Coon Rapids Boulevard is planned for either commercial or residential redevelopment, while much of the Family Center Mall site is planned for redevelopment as housing. Future land uses for the north side of Coon Rapids Boulevard largely reflect those proposed by the existing master plan for Port Campus Square.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Development/Redevelopment section by growing the City's economic base and supporting a high quality of life.

Mayor Howe requested further information on the 109th Avenue NW intersection. Community Development Director Nevinski stated this issue would be revisited in the future as there was right-of-way available near Flora Street NW.

MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER SCHULTE, TO APPROVE THE FINAL PORT MASTER PLAN FOR PORT CAMPUS SQUARE. THE MOTION PASSED UNANIMOUSLY.

- B. CONSIDER RESOLUTION 10-98 ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN FOR PORT CAMPUS SQUARE MASTER PLAN, PC

10-19

Community Development Director Nevinski presented a memorandum to Council requesting the Council to consider an amendment to the Comprehensive Plan to adopt a Port Master Plan for Port Campus Square.

The Council has considered a revised Master Plan for Port Campus Square and is now asked to consider amending the Comprehensive Plan to memorialize that small-area plan. Chapter 2 of the Comprehensive Plan, Land Use, should be amended to reflect the future land uses established by the Port Campus Square Master Plan. Map L-5, Future Land Use should also be amended to reflect these changes. The Planning Commission considered the amendment on August 19, 2010, and recommended approval.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Development/Redevelopment section by growing the City's economic base and supporting a high quality of life.

MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER SCHULTE, TO ADOPT RESOLUTION 10-98, APPROVING THE AMENDMENTS TO CHAPTER 2 OF THE COMPREHENSIVE PLAN, WHICH INCORPORATES FUTURE LAND USES ESTABLISHED BY THE PORT CAMPUS SQUARE MASTER PLAN. THE MOTION PASSED UNANIMOUSLY.

12. CONSIDER RESOLUTION 10-91 DECLARING ONE VACANCY AND APPOINTMENT ONE MEMBER FO THE PLANNING COMMISSION

Community Development Director Nevinski presented a memorandum to Council requesting Council adopt Resolution 10-91 appointing one member to the Planning Commission.

On August 4, 2010, Su Yang was appointed to fill the vacancy created by the resignation of Commission Denise Hosch in July. Due to personal reasons, Mr. Yang is unable to complete the term, which has created another vacancy with a term to expire on December 31, 2012. Two applications were received for Council consideration for this vacancy.

Council is asked to make an appointment to the open term.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER SIDOTI, TO ADOPT RESOLUTION NO. 10-91 DECLARING ONE VACANCY ON THE PLANNING COMMISSION AND APPOINTING WAYNE SCHWARTZ TO FILL THE VACANCY WITH A TERM TO EXPIRE ON DECEMBER 31, 2012. THE MOTION PASSED UNANIMOUSLY.

13. CONSIDER RESOLUTION 10-96 ESTABLISHING THE PRELIMINARY 2011 TAX LEVY FOR THE CITY OF COON RAPIDS

City Manager Fulton presented a memorandum to Council stating on August 31, 2010, the City Council held a work session to review the proposed 2011 budget and now needs to adopt the preliminary tax levy to be certified to the County by September 15 to be used to compute parcel specific notices. This levy can be reduced before final certification in December but cannot be increased.

2010 value, Pay 2011		2009 value, Pay 2010	
Taxable Value	City Taxes	Taxable Value	City Taxes
100,000	391	134,000	462
152,600	597	165,300	570
187,300	732	220,200	759
211,000	825	236,300	814
280,000	1,095	322,100	1,110
381,200	1,491	420,900	1,451

As discussed at the work session, the tax levy in the budget as presented was \$22,038,066 for the City and \$800,000 for the Housing and Redevelopment Authority. Per City Council direction, the levy was reduced to \$22,001,321. The City tax rate would be approximately 39.103.

For comparison purposes, the follow summarizes key factors to determining the tax rate. The net levy is divided by the net tax capacity value to determine the rate. Fiscal disparity distribution is the dollar amount that the City receives. Fiscal disparity contribution is the amount of value that the City's commercial and industrial properties contribute to the pool. Fiscal disparity distribution is calculated by using the amount that the City gets from the pool multiplied by the prior year tax rate.

	<u>Pay 2011</u>	<u>Pay 2010</u>	<u>Pay 2009</u>
Tax levy	22,001,321	21,306,862	21,172,862
Fiscal disparity distribution*	(4,045,134)	(3,760,981)	(3,306,329)
Net levy	17,956,187	17,545,881	17,866,533
Tax capacity value (preliminary)	54,942,379	60,770,547	64,311,411
Fiscal disparity contribution	(7,504,666)	(7,466,350)	(7,109,767)
Tax increment	(1,517,311)	(2,398,419)	(2,574,355)
Net tax capacity value	45,920,402	50,905,778	54,627,289
Tax rate (preliminary)	39.103	34.468	32.706

*Fiscal disparity distribution calculation:

Value received from the pool	11,736,128	11,499,218	10,759,114
Prior year tax rate	<u>34.468</u>	<u>32.706</u>	<u>30.731</u>

Fiscal disparity distribution 4,045,134 3,760,981 3,306,329

The impact on the benchmark homes is as follows:

Although some of the Truth in Taxation requirements have been repealed, the City Council must set the date at which the budget and levy will be discussed to allow the County to publish this on preliminary tax statements. This meeting must be held after 6:00 p.m. after November 25 and before December 27. The City is not required to coordinate dates with other jurisdictions and can discuss the budget at a regular City Council meeting. However, the public must be given an opportunity in which to address the budget. Staff is recommending that the December 7 Council meeting be designated for the budget discussion.

ALIGNMENT WITH STRATEGIC VISION

Adopting the tax levy aligns with the strategic visions set by the City Council by maintaining the transportation system and neighborhoods, working on growing the economic base, encouraging residents and businesses to be engaged in the community and by supporting a high quality of life for the City's residents.

Mayor Howe thanked staff for their hard work in drafting and managing the City's budget.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION 10-96, ESTABLISHING THE PRELIMINARY 2011 TAX LEVY FOR THE CITY OF COON RAPIDS SETTING THE BUDGET DISCUSSION DATE AS DECEMBER 7, 2010. THE MOTION PASSED UNANIMOUSLY.

14. CONSIDER RESOLUTION 10-99 ESTABLISHING A 2010 LUMP SUM PAYMENT FOR NON-UNION EMPLOYEES

City Manager Fulton presented a memorandum requesting the Council approve a resolution establishing a 2010 \$600.00 lump sum payment for non-union, full-time employees and a prorated dollar amount for part-time (non seasonal/temporary) employees. This resolution is being presented in compliance with City Code Section 3-301, which requires the annual presentation of a compensation plan to the City Council.

This request is to provide lump sum payments on October 22 to non-union employees to be consistent with payments awarded to Public Works and Fire union employees. Coon Rapids' Fire and Public Works 2010 Contracts were settled with, among other items, a \$600 lump sum (non base) payment for each union member. This is consistent with the City Council's directive that no base wage rate increase occur this year, given the current economy. An August 2010 arbitration award provided a 1% salary increase to Police Officers.

Currently, there are 210 full-time employees, of whom 94 are non-union, to be awarded the \$600.00 lump sum payment in October. There are 77 part-time employees, eligible for a prorated lump sum payment in October. All newly hired employees in 2010 will have their lump sum payments prorated accordingly.

At the City Manager's request, this lump sum payment would not be awarded to him, even though his employment contract calls for it.

BUDGET IMPACT

The cost of the 2010 lump sum payments for non union employees is \$64,510.13. Funds are available for this expenditure in the 2010 municipal budget.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the *Excellence in Government* section of the 2030 Strategic Vision in the following way: The City places a high value on the professionalism of its City staff and recognizes the importance of maintaining a strong and committed organizational employee group which includes providing a nominal lump sum payment.

Mayor Howe questioned if this was a yearly payment. City Manager Fulton indicated this lump sum payment would not apply to base pay wages in subsequent years.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER NELSON, TO ADOPT RESOLUTION 10-99, ESTABLISHING A 2010 LUMP SUM PAYMENT FOR NON-UNION EMPLOYEES. THE MOTION PASSED UNANIMOUSLY.

15. CONSIDER INTRODUCTION OF ORDINANCE AMENDING ZONING CODE, FROM GENERAL COMMERCIAL TO RIVERDALE STATION TRANSIT DISTRICT, WEST OF NORTHDAL BOULEVARD, NORTH OF THE BNSF TRACKS AND SOUTH OF RIVERDALE COMMONS, PC 10-20
-

Planner Harlicker presented a memorandum to Council stating the City is initiating a zone change that involves applying the recently adopted Riverdale Station Transit District to property adjacent to the Northstar commuter rail station (Riverdale Station). The district will encourage the development of a neighborhood center that is transit oriented to the station.

The recently updated Comprehensive Plan identified this site as an area to be developed in a way that will support the adjacent Northstar commuter rail station. To further this policy, in June the City Council approved an ordinance amendment that created the Riverdale Station Transit District.

The area that is included in this district is the station itself and the undeveloped 15 acres adjacent to the station. The purpose of the Riverdale Station Transit District is to set forth design guidelines and site considerations for the development of the area adjacent to the station as a transit oriented development. The station area will also be developed so that it provides a transition between the

existing uses and the station. These two goals will be accomplished by providing a mix of uses, building types, and streets and landscaping.

Planning Commission Meeting

At the Planning Commission meeting held on August 17th, at the public hearing one resident spoke in favor of the proposed zone change. The Commission voted 4:0 to recommend approval of the zone change.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Community Development and Redevelopment** section of the City's long term strategic vision in the following way:

The zone change will allow for the development of an underutilized site. This will help sustain and encourage growth and transit oriented development adjacent to the Northstar commuter rail station.

Councilmember Klint questioned how another route could be added to the Northstar commuter line. City Manager Fulton suggested the Council direct staff to make a request of the NCDA.

Councilmember Schulte indicated he was the City's NCDA representative and the routes came down to negotiations with Burlington Northern. He stated the City would be hard pressed to increase the number of trains but he would be more than happy to bring this request to the NCDA.

Councilmember Sidoti indicated Anoka and Fridley were also requesting additional routes on the line. He encouraged the City to continue to pursue additional lines to meet the needs of the commuters.

Hearing no objections, Mayor Howe declared the ordinance to have been introduced.

16. CONSIDER INTRODUCTION OF AN ORDINANCE AMENDING CITY CODE;
REVISING TOBACCO DEFINITIONS AND INCREASING VIOLATION PENALTIES

City Clerk Anderson presented a memorandum to requesting Council to introduce an ordinance revising tobacco definitions and increasing violation penalties.

The Tobacco Modernization and Compliance Act of 2010 expanded the definition of what is regulated as tobacco. Certain tobacco products have been added to the existing definition. An additional definition has been added which encompasses new products on the market, such as tobacco-laced mints and e-cigarettes, which are smokeless cigarettes that deliver nicotine through a mist.

Staff is also recommending an increase in the penalties for violations. Penalties had been increased in 2004 and were later returned to the current amounts following legislative changes. State law now sets minimum penalties and local jurisdictions may set stricter penalties if they wish. The proposed increases would be from \$75 for a first violation to \$250, from \$200 to \$500 for a second violation, and from \$250 and a suspension of not less than seven days for a third or subsequent offense within a 24 month period to \$2,500 and a seven day suspension.

The Police Department conducts annual compliance checks on all licensees. On average over the last six years there have been two failed checks per year from approximately 55 license holders.

If Council introduces this ordinance, adoption will be delayed until October 19th to provide the state required 30-day notice of Code changes to all licensees.

ALIGNMENT WITH STRATEGIC VISION

This item relates to Excellence in Governance by keeping the City Code current with state statutes, and working to reduce the availability of tobacco products to juveniles.

Hearing no objections, Mayor Howe declared the ordinance to have been introduced.

17. CONSIDER INTRODUCTION OF ORDINANCE ESTABLISHING STOP SIGNS ON HUMMINGBIRD STREET NW AND 104TH AVENUE NW

Public Services Director Gatlin presented a memorandum to Council stating residents in the area of 104th Avenue NW and Hummingbird Street NW recently contacted our office requesting stop signs at this intersection. This intersection is immediately adjacent to the new dog park. Residents have requested consideration of stop signs at this intersection because of visibility concerns resulting from on-street parking adjacent to the dog park. The Traffic Review Committee reviewed the request and feel additional traffic control is justified. Council is requested to introduce an ordinance establishing stop signs in this location.

Residents in the area of 104th Avenue NW and Hummingbird Street NW have expressed concerns regarding traffic safety at the intersection because of the adjacent dog park use. Park users park on both sides of the streets adjacent to the dog park and the intersection has sight distance problems as a result. Traffic volumes in the area are fairly heavy because of the high use of the dog park. For this reason the Traffic Review Committee recommends the installation of stop signs stopping traffic both north and south on Hummingbird Street NW at 104th Avenue NW.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Transportation section of the City's long term strategic vision by providing an efficient and well maintained roadway system. This stop sign installation will increase traffic safety and more efficiently manage traffic in the area.

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BUDGET IMPACT

This request has no major budget impact other than initial sign installation costs.

Hearing no objections, Mayor Howe declared the ordinance to have been introduced.

18. OTHER COUNCIL BUSINESS

Councilmember Klint requested that Council further discuss the issues or concerns voiced from developers when meeting with staff. City Manager Fulton indicated this was on the calendar for a future work session meeting.

Councilmember Johnson asked staff to seek an alternate site for a dog park as concerns have been expressed by the neighborhood. He encouraged staff to partner with Anoka County or Fridley to find an open space for a larger dog park.

Mayor Howe stated he would like to see an alternative site as well. He indicated people from all over the metro area were being drawn to this park.

Mayor Howe indicated there was one more "Summer in the City" neighborhood meeting at Moor Park on September 14. He thanked all who have attended over the summer and for bringing specific questions to the Council.

Mayor Howe requested further information on the Six Cities Watershed and how the City of Blaine could opt out of this organization. City Manager Fulton suggested information be brought back to the Council at the next meeting.

Public Services Director Gatlin encouraged the Council to attend the next meeting on September 14 from 3:00-5:00 p.m. to discuss the options for Six Cities going forward if Blaine does opt out of the organization.

Councilmember Johnson stated he would plan to attend the Six Cities meeting.

19. ADJOURN

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER LARSON, TO ADJOURN THE MEETING AT 8:01 P.M. THE MOTION PASSED UNANIMOUSLY.

Tim Howe, Mayor

ATTEST:

Joan A. Anderson, City Clerk



TO: Mayor, City Councilmembers, City Manager *MAC*
FROM: Stephanie Lincoln, Purchasing Clerk *SSL*
SUBJECT: New Civic Center Library Furniture
DATE: September 21, 2010

INTRODUCTION

Council is asked to adopt a resolution accepting donations from individuals and organizations towards the purchase of the new furniture and authorize the purchase of one new sofa and three new armchairs for the Civic Center library.

DISCUSSION

Coon Rapids Senior Services has received numerous donations from various individuals and organizations in the amount of \$2,875. The donations will be placed in the Senior Activity Fund.

The current furniture in the Civic Center library was originally purchased when the facility opened in 1996 and is used daily. With the age and high volume of use, this furniture is in need of replacement. The total estimated cost for a sofa and three armchairs from Furniture and Things is \$2,787.40. The total cost includes delivery, tax and furniture protection.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Civic Involvement section of the City's long term strategic vision in the following way:

The City's Senior Service Program is widely used by the ever-increasing senior population in the City of Coon Rapids and is a gathering place for this population. By maintaining this service program, a sense of community and civic involvement is fostered and maintained.

BUDGET IMPACT

The furniture is an unbudgeted item. However, a portion of the accepted donations from the Senior Activity Fund will be used to make the purchase. The donations total \$2,875 and will provide sufficient funds for the purchase. There will be no additional expenses to impact the 2010 budget.

RECOMMENDATION

- a. Adopt Resolution 10-100 accepting donations from various individuals and organizations in the amount of \$2,875.
- b. Approve purchase of new furniture for the Civic Center Library in the amount of \$2,790.

RESOLUTION NO. 10-100

**A RESOLUTION TO ACCEPT DONATIONS OF MONIES FROM
VARIOUS INDIVIDUALS AND ORGANIZATIONS
TO BE USED TOWARD THE SENIOR ACTIVITY FUND**

WHEREAS, the following individuals and organizations have offered to donate monies to the City for the Senior Activities Fund; and

Preble Memorial	\$ 550
AA Group	\$ 105
Chapin Memorial	\$ 250
Anonymous	\$ 800
Galaugher Memorial	\$ 70
North Suburban Women's Club	\$ 500
Super Senior Club	\$ 600
	<u>\$2,875</u>

WHEREAS, Minn. Stat. § 465.03 allows cities to accept donations of real or personal property by resolution adopted by a two-thirds majority of Council; and

WHEREAS, the City Council finds the offered donations to be in the public interest; and

WHEREAS, the Civic Center Library furniture was originally purchased when the facility was opened, has had daily use since opening and is in need of replacement;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Coon Rapids that the donation of monies from the above listed individuals and organization are hereby accepted.

BE IT FURTHER RESOLVED that a portion of those funds from the Senior Activity Fund be used toward the purchase of furniture for the Civic Center Library.

BE IT FURTHER RESOLVED that the City of Coon Rapids hereby extends its gratitude to the above listed individuals and organizations for their generosity.



Adopted by the Coon Rapids City Council this 21st day of September, 2010.

Tim Howe, Mayor

ATTEST:

Joan A. Anderson, City Clerk



TO: Mayor, City Councilmembers, City Manager 
FROM: Stoney L. Hiljus, City Attorney 
SUBJECT: Accept Petition for Vacation of Utility
Easement – Green Bay Packaging, Inc.
DATE: September 21, 2010

INTRODUCTION

The City has received a petition to vacate a drainage and utility easement from Green Bay Packaging, Inc. over portions of property located at 555 87th Lane NW.

DISCUSSION

In 1996 Green Bay Packaging, Inc. granted the City an easement over portions of their property located at 555 87th Lane NW for utilities servicing their new building at that location. Green Bay Packaging is now planning an expansion of that facility and as a result a portion of the existing easement will have to be relocated. The Engineering Department suggests vacating the entire utility easement. Following the new construction of the facility and placement of the utility lines, a new legal description can be drafted for the location of the easement, executed, and recorded against the property.

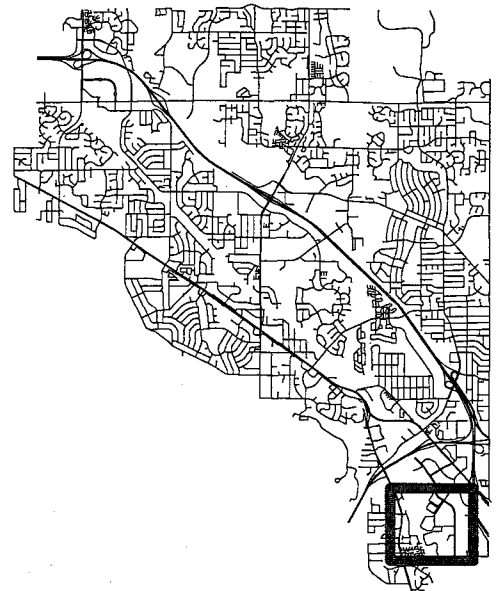
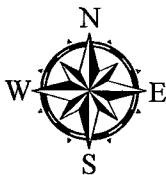
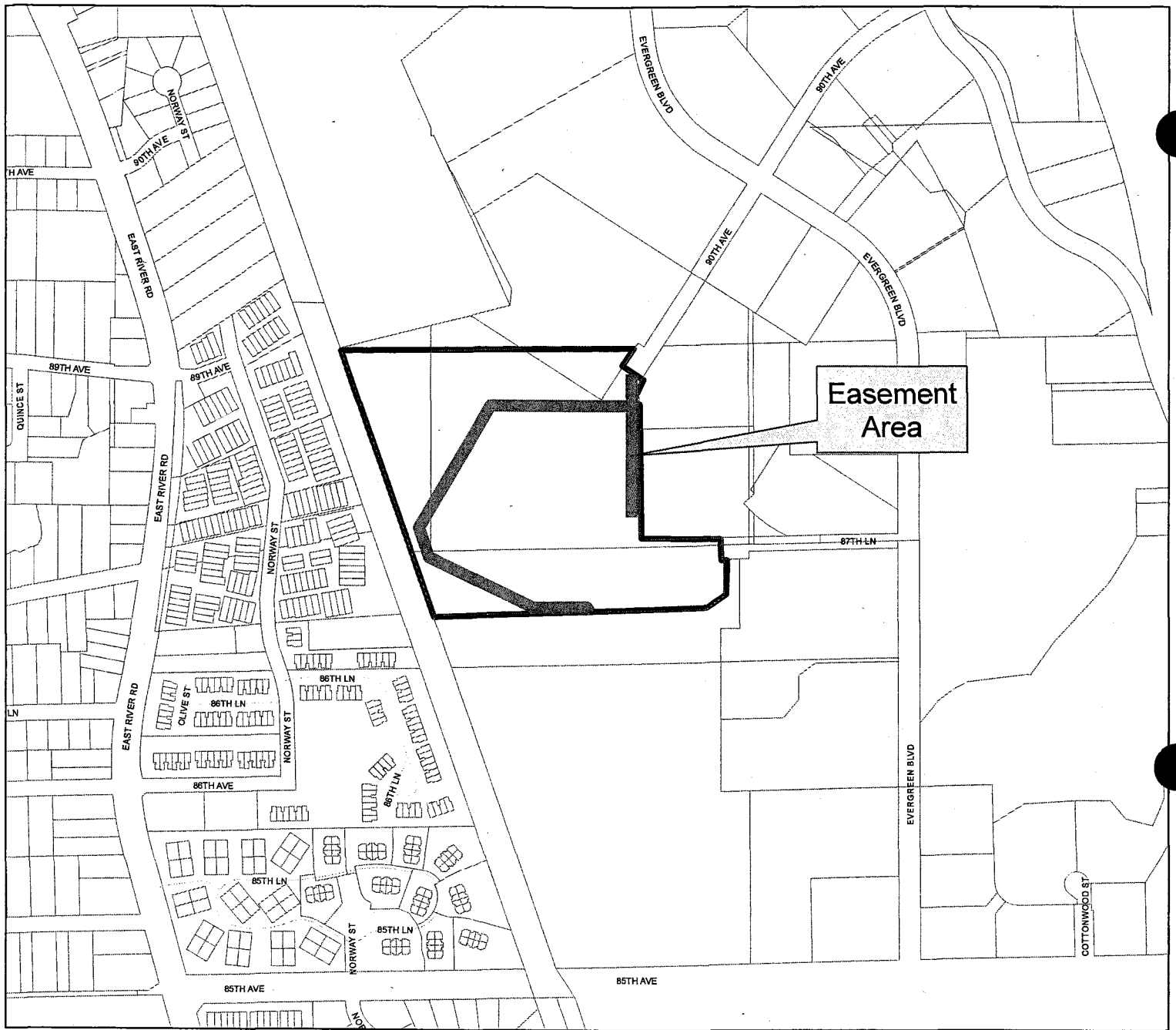
ALIGNMENT WITH STRATEGIC VISION

This item relates to the Community Development/Redevelopment section of the City's long term strategic vision in the following way:

by encouraging private business to expand.

ACTION REQUESTED

Council is asked to accept the petition for vacation of utility easement for a portion of 555 87th Lane NW and order a public hearing for 7:00 P.M. on October 19, 2010.



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Green Bay Packaging Inc.

Twin Town Division
555 87th Lane NW Minneapolis, MN 55433-6095



Date: 8/30/2010

To: Mr. Doug Vierzba, City Engineer
City of Coon Rapids
11155 Robinson Drive
Coon Rapids, MN 55433

RE: Petition to vacate city water line easement
Green Bay Packaging
555 87th Lane NW
Coon Rapids, MN 55433

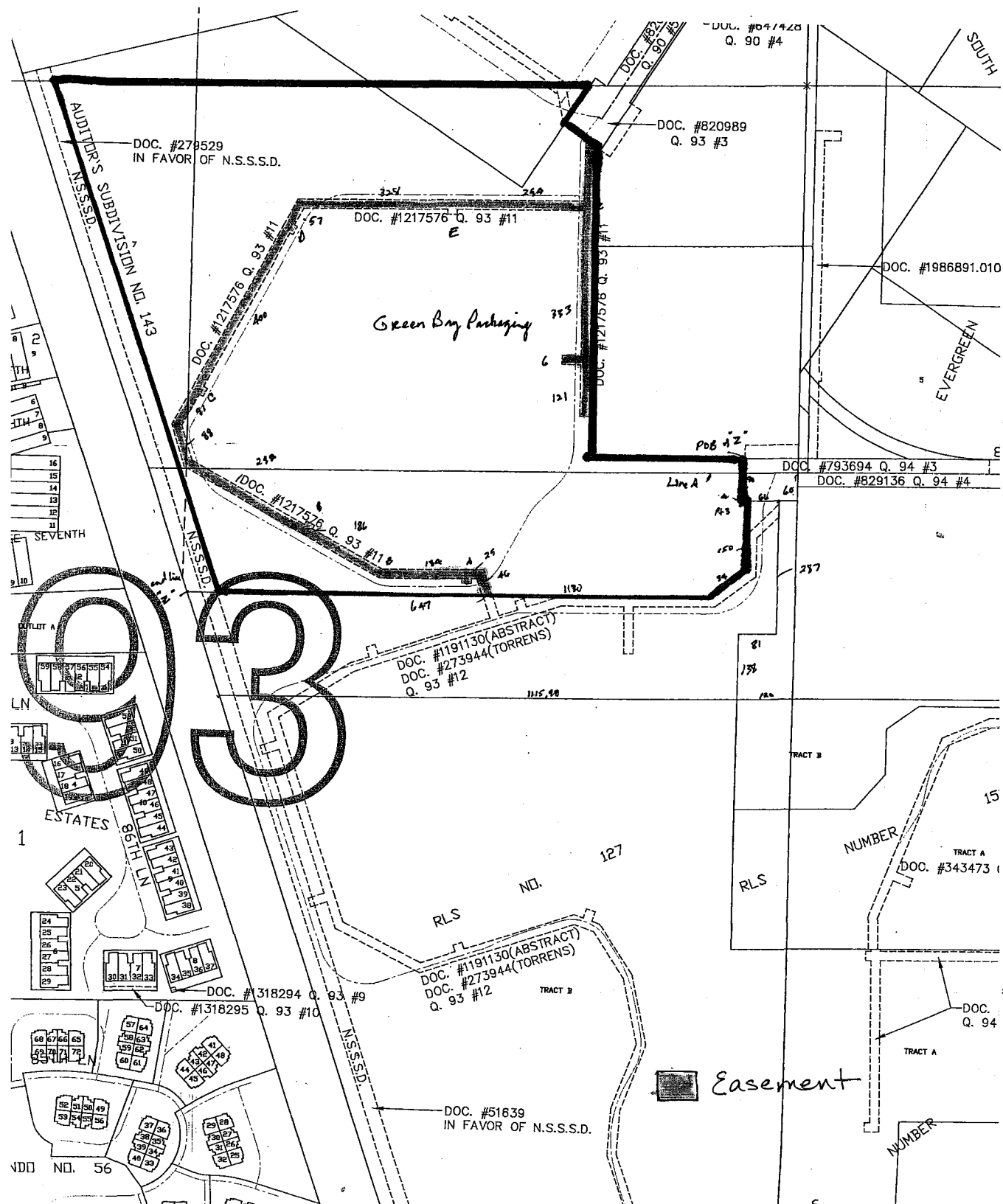
Mr. Vierzba:

In order to facilitate plans for expansion at our facility, an existing city waterline will have to be relocated further south to make room. It has come to our attention that we must petition the city for vacating this easement. We are formally requesting that the City of Coon Rapids vacate an existing water line easement located on the southern line of our property per attached plan to make our expansion to our facility possible. Please advise us any other information or action that we need to take to promote this process. Thank You.

Sincerely:

John Towle
VP/General Manager
Green Bay Packaging Inc.
555 87th Lane NW
Coon Rapids, MN 55433

Entire Easement - Green Bag Purchasing





TO: Mayor and City Councilmembers, City Manager *WBR*

FROM: Stoney Hiljus, City Attorney *SH*

SUBJECT: Postponement of Vacation of Street Easement, Lyle Clemenson (CEI), 311 Northdale Boulevard

DATE: September 21, 2010

INTRODUCTION

At the August 4, 2010, meeting, Council accepted a petition requesting the vacation of street easement submitted by Lyle Clemenson for property located at 311 Northdale Boulevard. The public hearing was held on September 7, but the resolution vacating the easements and accepting the easement agreement were postponed to the September 21 meeting as the conditions of site plan approval and providing continued access across the easement for the commercial property to the west have not been completed yet.

These actions have not been completed to date, so this item will not appear on the September 21 agenda as planned. Staff will bring this item forward when the required conditions are completed.



TO: Mayor, City Councilmembers

FROM: Matt Fulton, City Manager *M. A. Fulton*

SUBJECT: Approve Food and Beverage Lease Agreement for Bunker Hills Clubhouse, Town & Country Caterers

DATE: September 21, 2010

INTRODUCTION

An agreement has been reached with Town & Country Caterers to become the new Food and Beverage operator at the new Bunker Hills Clubhouse. The ten (10) year lease agreement becomes effective on January 1, 2011.

DISCUSSION

The City Council directed staff to work on a long term lease agreement with Town & Country Caterers following its work session on July 29, 2010. This direction follows an extensive process which included a review of seven vendors who responded to a request for proposal. Following interviews by a committee consisting of staff and City Councilmembers, three vendors were selected as finalists. Staff undertook a more extensive review of the qualifications of the three finalist firms, including clarifying financial interest and capabilities as well as onsite visits to existing business locations. The entire City Council interviewed all three companies.

Town & Country Caterers has an extensive history and background in the restaurant and catering business, including being operators of Broadway Pizza in Coon Rapids as well as Blaine. The Company also operates the Reserve Meeting & Event Center in Plymouth. At Bunker Hills, Town & Country will operate a 400-seat banquet center, a full service restaurant to be named The Harvest Grill at Bunker Hills, the halfway house at the turnaround on the golf course, and the beverage carts that roam the golf course.

BUDGET IMPACT

The lease agreement, which is attached, incorporates the following major elements:

- The term of the lease is for ten (10) years with two (2) five (5) year extensions available.
- Annual rent will be \$252,000, with a variable monthly payment schedule that aligns with cash flow. Rent payments will commence on May 1, 2011. During the golf season which precedes this date, Town & Country will be responsible for accommodating the food/beverage needs of the golfing customers at their expense, including temporary tents.

- For the first five years of the lease, Town & Country will also pay an incentive rent of 2% of net revenues. During the second five (5) years of the lease, the incentive rent will be 3% of net revenues, provided that overall sales exceed \$3,750,000.
- Town & Country will be responsible for 55% of utility, janitorial, and common area maintenance expenses.
- Town & Country will be responsible for paying real estate taxes on its personal property in the facility. The lease agreement caps this exposure at \$75,000/year for the first five (5) years of the lease. After five years, if revenues exceed \$3,750,000, Town & Country will have the right to reopen the contract regarding this topic.
- The lease protects the opportunity for allowing the continuation of The Seasons dinner theatre in the banquet center, although the terms of their agreement needs to be negotiated directly with Town & Country.
- The lease provides for a \$2/ticket facility use charge for all ticketed events at the new facility. This fee would not apply for non-ticketed events such as wedding receptions and tournament golf dinners.

ALIGNMENT WITH STRATEGIC VISION

During the course of negotiating this lease, Town & Country has expressed great excitement regarding this opportunity. As everyone appreciates, this is an exciting project that will further cement Bunker Hills Golf Course as a year-round local, metro, regional, and state-wide destination location.

RECOMMENDATION

Approve the proposed commercial lease agreement for Bunker Hills Golf Course restaurant and catering provider with Town & Country Caterers and authorize the Mayor and City Manager to execute the final lease agreement.

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COMMERCIAL LEASE AGREEMENT
BUNKER HILLS GOLF COURSE
RESTAURANT AND CATERING PROVIDER

THIS LEASE AGREEMENT made and entered into this 21st day of September, 2010 by and between the City of Coon Rapids, a Minnesota municipal corporation, hereinafter referred to as "City," and Potluck Catering Inc., a Minnesota Corporation, doing business as Town and Country Caterers, hereinafter referred to as "Tenant."

WITNESSETH:

The City and the County of Anoka entered into a long-term lease of certain park land within Bunker Hills Regional Park that has been developed by the City as a golf course and is commonly known as Bunker Hills Golf Course (the "Golf Course"), which lease agreement authorizes subleasing.

The City's Golf Course is one of the finest public golf courses in the country.

The City is constructing a new clubhouse at the Golf Course that will be commensurate with the quality and reputation of the golf course.

The City's new clubhouse will include space for a restaurant, bar/grill, banquet space, an outdoor patio, and complimentary spaces for gatherings such as weddings and conferences.

The City desires to lease the restaurant, bar/grill, and banquet space portions of the clubhouse, along with other related portions of the clubhouse to a private operator capable of serving the public in a manner consistent with the quality of the Golf Course.

The City also desires to lease the on-course food and beverage cart service and food and beverage service at "the turn" to the private operator.

The Tenant desires to operate the restaurant, bar/grill area, banquet space, the on-course food and beverage services, and related services within the leased portions of the new clubhouse.

The City and the Tenant desire to coordinate the Tenant's operations with the City's golf operations to provide a seamless first class experience for those interested in utilizing the new clubhouse facility.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. **PREMISES.** The City hereby demises and leases and Tenant hereby hires and takes the premises situated in the City of Coon Rapids, County of Anoka, State of Minnesota described as follows ("Premises"):

A. Those portions of the main level of the golf course clubhouse facility consisting of approximately 17,048 square feet as outlined on the drawing attached hereto, and incorporated herein, and designated on Exhibit A.

B. Those portions of the lower level of the golf course clubhouse facility consisting of approximately 1,623 square feet as outlined on the drawing attached hereto, and incorporated herein, and designated on Exhibit A.

C. An outdoor deck/patio area of approximately 2,959 square feet adjacent to the bar and grill portion of the facility which is available for food and beverage service as shown on Exhibit A.

D. A "halfway house" designed to serve golfers as they move from the front nine of play to the back nine of play.

2. **GENERAL PERMITTED USE AND PURPOSE.** The premises will be used by the Tenant for the operation of a full-service year-round restaurant, bar and grill, banquet and conference center, and related activities such as special events, weddings, meetings, and food and beverages for golfers and the general public. The Tenant will also operate the on-course food and beverage operations from typical beverage carts and will operate a food and beverage operation out of a new building at the turn of the golf course. The Tenant's operation will be commensurate with a first class golf operation and banquet/wedding facility.

3. **TERM.** The term of this lease shall be ten (10) years (the "Initial Term") beginning on January 1, 2011 (the "Commencement Date") and ending at midnight on December 31, 2020.

4. RENEWAL OPTION(S). This lease may be renewed upon the same terms and conditions (with the exception of rent, which shall be negotiated by the parties) for two (2) additional periods of five (5) years each upon the mutual written consent of the parties (each a "Renewal Term").

5. RENT. The Tenant shall pay to the City an annual base rent beginning May 1, 2011. In 2011 the base rent shall be paid as follows:

May 1, 2011	\$12,000.00
June 1, 2011	\$16,000.00
July 1, 2011	\$22,000.00
August 1, 2011	\$30,000.00
September 1, 2011	\$30,000.00
October 1, 2011	\$30,000.00
November 1, 2011	\$16,000.00
December 1, 2011	\$12,000.00

After 2011, the base rent and any other payments due shall be paid in twelve (12) monthly installments as follows:

Month	Percent of Base Rent
January	3%
February	3%
March	5%
April	8%
May	13%
June	13%
July	13%
August	13%
September	13%
October	8%
November	5%
December	3%

Monthly rental payments shall be made in advance with the first payment due and payable upon the execution of this Agreement. Thereafter, monthly payments are due and payable on the first day of each month. The annual base rent shall be:

2011	\$168,000.00
2012	\$252,000.00
2013	\$252,000.00
2014	\$252,000.00
2015	\$252,000.00
2016	\$252,000.00

2017	\$252,000.00
2018	\$252,000.00
2019	\$252,000.00
2020	\$252,000.00

Rent for any partial month shall be adjusted on a pro rata basis.

6. INCENTIVE RENT. In addition to the base rent in paragraph 5, the Tenant shall further pay to the City an incentive-based rent ("Incentive Rent") equal to two (2) percent of Tenant's net revenues. Net revenues means the net monthly revenues as reported to the State of Minnesota on the Tenant's ST-1 statements. The Tenant's Net Revenues shall be calculated by the Tenant on a monthly basis. The incentive rent based on the net revenue calculation shall be paid to the City the tenth day of the month following the net revenue calculation. The Tenant shall submit a copy of the Tenant's form ST-1 with the incentive rent payment. The City may request additional financial information from the Tenant to substantiate the net revenue calculation, if deemed necessary by the City. Upon request the Tenant shall supply the requested information within a reasonable amount of time..

Beginning in 2016, if the Tenant's net revenues for the previous year are \$3,750,000.00 or more, the Tenant's incentive rent will increase to three (3) percent of the Tenant's net revenues. This potential increase in incentive rent is in lieu of an annual base rent adjustment.

7. LATE PAYMENT FEE. The Tenant acknowledges that late payment by Tenant of the base rent and/or other sums will cause the City to incur costs not contemplated by the lease, the exact amount of which would be extremely difficult to ascertain. Accordingly, a late charge equal to 5% of such overdue amount or \$200, whichever is greater, will be imposed if the base rent and/or other charges have not been received within ten (10) days from when the payment is due. Any rent payment which is made late shall be accompanied by Tenant's payment of the late payment fees. In addition, Tenant may be assessed a customary service fee for any check which is returned as NSF (non-sufficient funds).

8. INTEREST ON PAST DUE AMOUNTS. Any past due amounts owing from Tenant to the City under this lease shall bear interest at a rate of 18% per annum, calculated from the due date of such payment. This interest is in addition to late charges otherwise provided for in this Lease.

9. SECURITY DEPOSIT. The Tenant shall pay \$21,000.00 cash on the commencement date of this lease, and additional \$21,000.00 cash on or before January 1, 2012, as security for the performance of the Tenant's obligations under this lease. The cash security deposit will not bear interest to the benefit of the Tenant. If the Tenant defaults in performance of any of the Tenant's obligations, the City may apply the whole or any part of the security deposit toward the City's costs resulting from the default and toward remedying the default. Within ten (10) days after notice of such application, the Tenant shall restore the amount of the security deposit to its original balance. If the Tenant has not defaulted in the performance of any

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of the Tenant's obligations as of January 1, 2016, and if the Tenant's net revenues in 2015 exceed \$3,750,000.00, then the City shall return \$21,000 of the security deposit and the remaining \$21,000 shall then be the Tenant's security for performance from that date forward. Any balance of the security deposit shall be returned to the Tenant within thirty (30) days after termination or expiration of this lease, after full satisfaction of the Tenant's obligations.

10. POSSESSION. Tenant shall be entitled to possession on or about May 1, 2011, and shall yield possession to the City on the last day of the term of this lease, unless otherwise agreed to by both parties in writing. The City shall not be liable for any damages caused by failure to deliver possession of the Premises, and Tenant shall not be liable for rent until such time as the City delivers possession. By entry on the Premises, Tenant acknowledges that it has examined the Premises and accepts the Premises in their then present condition. Taking of Possession of the Premises by the Tenant shall be conclusive evidence the Premises were, on that date, in acceptable condition, except as otherwise noted by Tenant in writing to the City within ten (ten) days of entry by the Tenant.

11. PROVISION OF TEMPORARY SERVICES. Beginning on the date the Golf Course opens to the public in 2011 or within two weeks thereafter, and until the Tenant takes Possession under paragraph 10 of this lease, the Tenant will provide limited food and beverage services customary of golf course fare from temporary facilities and on-course food and beverage service to Golf Course customers. The Tenant will work with the City to establish the best manner for providing temporary facilities and on-course food and beverage service for this purpose. The Tenant will not be obligated to pay the City rent for the exclusive right to provide these temporary food and beverage services. The temporary services provided must be performed in a manner that will encourage customers to patronize the new clubhouse once the Tenant takes possession.

12. INTERIM BANQUET/WEDDING SALES. Upon execution of this Lease and until Tenant takes possession pursuant to paragraph 10 of this lease, the Tenant will provide professional sales staff to market and book weddings and banquets and other events at the new clubhouse facilities. The City will make space available at the current clubhouse facility for the Tenant's sales staff sufficient for this purpose, including access to phones and internet services. The Tenant shall honor wedding and banquet bookings for the new clubhouse that were booked by the City's previous tenant in the current clubhouse. Wedding and banquets that were booked by the previous tenant shall become clients of the Tenant as if the Tenant had booked the event. The City will share with the Tenant all information in the City's possession about those clients.

13. PARKING. The City shall maintain a parking area as shown on the architectural drawings to be available for the joint use of the golf course operations and Tenant's customers. The parking area shall be maintained by the City. The City reserves the right to designate portions of the parking area that shall be reserved for the City's and the Tenant's employees and said employees shall park only in the areas so designated by the City. The Tenant and the City agree that each will supply one valet cart with a minimum capacity of six (6) persons to provide transportation assistance from the parking areas to the clubhouse facility for golf events and

wedding/banquet events. The Tenant and The City will work cooperatively to procure the valet carts and any costs for the carts shall be shared equally between the Tenant and the City.

14. CITY SERVICES. The City agrees to provide police and fire protection to the clubhouse and all other municipal services commonly provided to other commercial enterprises in Coon Rapids and on the same terms.

15. JANITORIAL SERVICES. The Tenant and the City will select a single contractor to provide janitorial services for the entire clubhouse facility. The contractor's bid for these services will provide a price for servicing the Tenant's exclusive space, the City's exclusive space, and the common areas. The Tenant shall pay for janitorial services for the Tenant's exclusive space and the City shall pay for janitorial services for its exclusive space. The Tenant shall be responsible for paying for its proportionate share of the janitorial services for the common areas as part of its CAM payment as defined in paragraph 18 of this Lease. The Tenant shall keep the Premises neat and clean and in a sanitary condition, and shall make repairs as set forth below. If the Tenant fails to keep the Premises neat and clean and in good condition and repair, the City may at its option cause the Premises to be put into good condition and repair and in such case the Tenant shall pay the cost thereof. At the expiration or earlier termination of this lease, the Tenant agrees to deliver possession of the Premises in as good condition as when received from the City, excepting ordinary wear and tear.

16. CONTINUOUS OPERATION AND HOURS OF BUSINESS. Tenant shall open for business in the Premises on the date of possession and operate its business continuously during the term of this lease. Tenant agrees to open the premises for business and provide food and beverage service each day during the golfing season and golf simulator season not later than one half hour before the first tee times and shall remain open until at least one hour after the tee times end each day. During the non-golfing season the premises shall be open and provide food service from at least 11:30 AM to 9:00 PM unless otherwise agreed to by the City in writing. The "halfway house" shall be open during the golf season from at least 10:00 A.M. to 5:00 P.M. to serve golfers. On-course beverage carts shall be operated by the Tenant during the golf season from at least one hour after the first tee time to one hour before the last tee time, unless otherwise agreed to by the Tenant and the City in writing. This section shall not apply during times which are beyond the control of Tenant such as strikes, inclement weather, remodeling, or vacation period or as specifically approved by the City in writing upon request of the Tenant. A request by the Tenant under this section of this lease must be made in writing at least 30 days prior to the date of closure. The decision whether to approve or deny the request is solely within the discretion of the City, but shall be based on ordinary business practices of similar facilities within the Twin Cities metro area. Items provided on the menus and the quality of service shall be consistent with a quality golf clubhouse operation.

17. TENANT IMPROVEMENTS.

A. Prior to the date of possession, the City will provide at City's cost those specific improvements to the Premises as set forth in the architectural documents attached to this lease as Exhibit B. The Tenant shall be responsible for the maintenance, repair

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and replacement of these improvements when necessary, unless otherwise specifically noted on Exhibit B. Title to the improvements made by the City shall remain with the City upon termination of this lease.

B. In addition to the City-installed improvements the Tenant hereby agrees to install at Tenant's expense those improvements as identified on the Tenant improvement spreadsheet attached to this lease as Exhibit C. The Tenant shall be responsible for the maintenance, repair and replacement of these improvements when necessary, unless otherwise specifically noted on Exhibit C. Title to any fixtures and the improvements or alterations performed by the Tenant during the existence of this lease shall remain with the City upon termination of this lease, unless otherwise agreed by the parties in writing, or as noted on Exhibit C.

C. Before expiration or earlier termination of the lease, the Tenant shall notify the City of its intent to vacate, and the City shall instruct the Tenant which, if any, alterations or improvements made by the Tenant must be removed at the Tenant's expense before termination of the lease. If any alterations and improvements which the Tenant is instructed to remove are not so removed by the Tenant, the Tenant shall reimburse the City the cost of removal of such alterations and improvements.

D. During the initial term or any optional renewal period, the Tenant may install on the Premises trade fixtures and equipment as are customarily used in the type of business conducted by the Tenant on the Premises. Title to such trade fixtures and equipment shall remain with the Tenant, unless otherwise agreed to by the Parties in writing. Upon termination of this lease, the Tenant shall remove such trade fixtures and equipment and repair any damage to the Premises or clubhouse facility caused by such removal.

18. COMMON AREAS.

A. "Common Areas" of the clubhouse facility consist of all improvements, facilities, utilities, installations and equipment forming part of the Building, (which may be altered, reconstructed, expanded or withdrawn from and added to from time to time), but excluding those lands, improvements, facilities, installations and equipment which are designated by the City for exclusive use by the City for golf operations, those areas within the Premises that are controlled exclusively by the Tenant, or those areas leased to other tenants of the clubhouse facility. Common Areas include, without limitation, the exterior walls, interior hallways, truck courts, loading areas and elevators, electrical systems and equipment, heating, ventilation, air conditioning, plumbing, drainage and other mechanical systems and equipment, general signs and information facilities, public washrooms, and trash disposal and recycling facilities.

B. The control, general cleanliness, operation, repair and maintenance of the Common Areas and any changes thereto shall be subject to the City's or City's Contractor's sole management and control, and the expenditures therefore shall be at the

sole discretion of the City or City's Contractor. Janitorial services for the Common Areas shall be controlled as described in paragraph 15 of this Lease.

C. Any damage to the Common Areas caused by any act or omission of the Tenant, its agents, employees, or invitees or guests, shall be paid by the Tenant promptly upon demand.

D. The non-exclusive right granted to the Tenant may be exercised only during the business hours which pertain under this lease, and are subject to rules and policies of the City and to the other provisions of this lease. From time to time, the City may, in its sole discretion, permit portions of the Common Areas to be used exclusively by specified tenants, licensees, or other persons. From time to time, the City may place or permit kiosks, stalls, pushcarts or other merchandising or promotional facilities in any place in the Common Areas provided that such items are not placed immediately adjacent to the Premises so that they unreasonably interfere with the Tenant's use of the Premises. The Tenant shall not, except to the extent permitted by the City during a general promotional event, or as otherwise agreed to by the City in writing or in this lease, keep or display any merchandise or other thing on or about the Common Areas or otherwise obstruct the Common Areas.

E. In addition to the Base Rent and Incentive Rent, the Tenant shall pay for its proportionate share of the common area maintenance and janitorial service expenses (known as "CAM"). The Tenant's share of CAM shall be fifty-five (55) percent.

19. UTILITIES AND SERVICES.

A. The City will arrange for the Premises to be connected to utilities and services including natural gas, electricity, city water, sanitary sewer, and telecommunications services, in a manner generally available to similar commercial operations for the purpose of this lease. The City and the Tenant agree that separately metering utilities and services is cost prohibitive and unnecessary. Beginning May 1, 2011 and until April 30, 2012 the Tenant shall pay to the City \$5,000 per month for utilities. In May of 2012 the City will reconcile the total utility bill for the previous year based on each party's proportionate square footage of the clubhouse facility. The City shall be responsible for forty-five (45) percent of the utilities and the Tenant shall be responsible for fifty-five (55) percent of the utilities. If the Tenant's total utility payment during this period exceeds its proportionate share for this period the City shall reimburse the Tenant for any overpayment by crediting the Tenant's next base rent payment by the amount of the overpayment. If the Tenant's proportionate share of the utilities exceeds the total payment during this period then the Tenant shall pay any deficiency to the City with the Tenant's next monthly base rent payment. Thereafter, the City will pay for electricity, natural gas, water, sewer and garbage services to the Premises and Tenant will reimburse the City fifty-five (55) percent of the expenses. The tenant's share of the utility and services expenses will be billed by City and paid by the Tenant as CAM.

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B. The Tenant shall pay for all other services it needs to operate on the Premises, including telephone and other telecommunications services used in or charged against the Premises during the term of the lease. The Tenant agrees to coordinate these services with the City where reasonably available to promote communication between the City and the Tenant's operations and shall allow for maintenance and repair of all apparatus providing such utilities and services provided by the City to the Premises. The Tenant shall be responsible for all maintenance and repair of utilities and other services supplied or ordered solely by the Tenant.

C. Prior to installing any equipment in the Premises that generates more than a minimum amount of heat or places a substantial demand for electrical power on the clubhouse facility's electrical system or a substantial demand for utility consumption or transmission of any kind on any system, the Tenant shall obtain the written permission of the City. The City may refuse to grant such permission if the City determines the installation would place an undue burden on the facility's air conditioning system or the amount of power required would place an undue burden on the facility's electrical system.

D. The City does not warrant that any of the connections for services and utilities will be free from interruption, but the City will take reasonable steps to restore service if interrupted. Interruption of services or utilities shall not be deemed an eviction and shall not excuse performance of any of the Tenant's obligations under this lease, nor shall it render the City liable for damages.

20. SIGNS.

A. The Tenant shall not cause or permit the display of any sign, notice or advertising in or about the premises without the prior written consent of the City. The City shall have sole discretion whether to approve or disapprove such signage. The Tenant shall remove, at its sole expense, all of its signs or other advertising on or about the Premises prior to vacating the Premises, and shall repair any damage to the Premises or clubhouse facility caused by such removal.

B. The City will, as part of the construction of the new clubhouse facility, construct a new monument or pillar sign at the northwest intersection of Main Street and Foley and update directional entrance signage from Foley Boulevard into the clubhouse driveway. The City and the Tenant will work together to ensure that any signage on the clubhouse facility is consistent with the theme of the architecture. The Tenant and the City will work in cooperation with the County of Anoka to design and construct the entrance signs to meet the needs of all three entities. The Tenant will contribute the sum of \$20,000 to the signage project.

C. The Tenant shall maintain its signage in at least as good a condition as the City maintains the rest of the signage for the clubhouse facility.

21. QUIET ENJOYMENT. As of the date of possession in paragraph 10 of this lease, the Tenant shall have the right to peaceably and quietly enjoy the Premises and all rights, easements, covenants, and privileges belonging or in any way pertaining thereto, during the term of this lease and any renewal option period. The City's use of the clubhouse facility other than the Premises, including but not limited to expansion or modifications of the clubhouse facility, shall not be deemed a disruption of the Tenant's quiet enjoyment, nor a constructive eviction.

22. TAXES.

A. The Tenant shall pay when due, any and all real estate tax, recorded by Anoka County as a personal property account, assessed against the Premises as a result of this Lease. The Tenant's obligation to pay under this paragraph shall be a maximum of \$75,000 for taxes payable in 2011 through 2015. For taxes payable in 2011 through 2015 the City will pay any real estate tax in excess of the Tenant's obligation of \$75,000. The Tenant agrees to not legally challenge the property valuation and resulting taxes payable in the years 2011 through 2015, and in any year in which a negotiated cap on taxes payable is in effect. The Tenant and the City understand and agree that there will be no tax obligation payable in 2011 and the tax obligation for 2012 will be based upon the percentage of the project that is completed as of January 2, 2011. The first full tax obligation will be payable in 2013.

B. After 2015 the City and the Tenant agree that if the Tenant's net revenues exceed \$3,750,000 as defined in section 6 of this lease, and if the tax obligation as defined above exceeds \$75,000, the Tenant and the City will enter into good faith negotiations to adjust either the taxes payable by the Tenant or adjust the incentive rent based on the then-existing market for similar commercial property.

C. Failure to pay such taxes when due shall constitute a breach of this Agreement entitling City to terminate this Agreement or the Tenant's right to possession of the premises or both, but only after City has given to the Tenant ten days' notice in writing ordering the Tenant to make said tax payment.

23. INSPECTION. The City and its agents shall have access to the Premises during all reasonable hours for the purpose of examining the same and to ascertain that they are in good repair and to make any and all reasonable repairs which the City may be required to make hereunder and to exhibit the same to others as desired.

24. REPAIRS.

A. The Tenant shall coordinate with the City for the routine maintenance and repair of the nonstructural and interior components of the Premises (including glass doors and windows), and the Tenant shall pay the City for the costs of all such maintenance and repair services provided by the City.

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B. The Tenant shall be responsible for maintenance, repair and replacement of all specialty equipment, fixtures, and furniture used or supplied by the Tenant in the operation of its business on the Premises.

C. The City shall maintain and repair at its cost the roof, structural components of exterior walls, structural parts of the floors and the exterior components of the Premises (excluding glass doors and windows). The Tenant shall immediately notify the City in writing of the need for repair of items which the City is obligated to maintain and repair, after which time the City shall have a reasonable opportunity and time to repair same. The City's liability with respect to any repairs or maintenance for which the City is responsible shall be limited to the City's cost of such repair or maintenance.

D. Notwithstanding the foregoing allocation of responsibility for repair and maintenance, the Tenant shall bear the expense of any damage to the Premises (whether caused to roof, structure, walls, or any other portion of the Premises) caused by the Tenant, its officers, employees, agents or invitees or their guests. The City shall repair, at its expense, any damage to the Premises caused by the City, its officers, employees, agents or attendees of City events. For the purposes of this paragraph, golfers shall become the Tenant's invitees when they enter the Premises for the purpose of purchasing food or beverages.

25. DAMAGE OR DESTRUCTION. If the Premises or the clubhouse facility are damaged or destroyed by fire or other casualty, the City shall, at its option, repair the Premises as nearly as practicable to the same condition as prior to such damage or destruction, with the exception of tenant improvements, alterations and trade fixtures, the restoration of which shall be the Tenant's sole obligation and expense. The City's and the Tenant's obligations to repair provided in this paragraph shall be subject to the termination rights provided below.

A. Total destruction of the Premises shall automatically terminate this lease.

B. If in the City's reasonable estimation, the Premises are not totally destroyed but cannot be repaired within one hundred eighty (180) days of the date of damage or destruction of same, the City shall give written notice to the Tenant estimating the length of time necessary to complete such repairs, and the Tenant shall have fourteen (14) days thereafter to elect to terminate this lease by written notice to the City. If the Tenant does not provide written notice to the City within fourteen (14) days the Tenant shall be deemed to have irrevocably waived its rights of termination under this paragraph.

C. If the Premises or the clubhouse facility are destroyed or damaged to such an extent that the City deems it is not economically practical to repair the same, in the City's sole discretion, then the City shall give the Tenant written notice to that effect and terminate this lease effective as of the date of damage or destruction.

D. If the Tenant does not have the right to terminate, or has the right but does not elect to terminate pursuant to this paragraph, and if the City elects to repair such

damage, repairs shall commence as soon as possible after the occurrence of such damage and after the Tenant has irrevocably waived its rights of termination under this paragraph, if any such rights apply. The City shall not be liable for lost profits or other consequential damages of the Tenant resulting from any casualty damage, but the base rent shall not run or accrue after the damage and during the process of repairs, and up to the time when the repairs shall be completed, except that that Tenant shall, during such time, pay a pro rata portion of the base rent apportioned to the portion of the premises which are in condition for occupancy or which may be actually occupied during such repair period. If, however, the premises shall be so slightly damaged by any cause aforesaid, as not to be rendered unfit for occupancy, then the City shall repair the same with reasonable promptness, and in that case the rent shall not cease or be abated during such repair period

E. If damage or destruction to the Premises or the clubhouse facility occurs within the last 12 months of the term of this lease or any optional renewal hereof, the City may, in its sole discretion, terminate this lease by delivery of notice to the Tenant within thirty (30) days after the date the City is advised of the damage or destruction.

26. TENANT INSURANCE. For the duration of the term of the lease, the Tenant shall maintain at its sole expense, insurance against any damage, loss, or liability arising or claimed to have arisen out to the use, occupancy, or operation of the Premises as follows:

A. The Tenant shall purchase and maintain a commercial general liability insurance policy ("CGL") which includes coverage for personal injury liability, broad form property damage liability, premises/operations liability, completed operations/product liability, fire legal liability, medical expenses, contractual liability which extends coverage to assume the responsibilities arising from this Lease. The foregoing policy shall have and keep limits of liability in an amount of at least \$5,000,000 per occurrence and \$5,000,000 aggregate. This requirement may be met by procuring a basic policy plus an umbrella or excess liability policy.

B. The Tenant shall purchase and maintain a business automobile policy providing liability coverage, bodily injury coverage, and property damage coverage for all owned, non-owned, rented, or hired vehicles used in connection with the Tenant's operations at the Premises. The business automobile policy or policies shall have and keep limits of liability in an amount of at least \$2,000,000 per occurrence and \$2,000,000 aggregate. This requirement may be met by procuring a basic policy plus an umbrella or excess liability policy.

C. The Tenant shall purchase and provide such property insurance as is required to cover the damage or loss of all property that it owns and maintains at the Premises and shall hold harmless the City, its council members, officers, agents, servants, and employees for any loss or damage to any such property.

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D. The Tenant shall purchase and maintain workers' compensation insurance in accordance with Chapter 176 of Minnesota Statutes covering all persons employed by the Tenant at or in connection with the Tenant's use of the Premises. The limits of coverage for the employer's liability portion of this policy shall be at least:

\$500,000	Bodily Injury by Accident, Each Accident
\$500,000	Bodily Injury by Disease, Policy Limit
\$500,000	Bodily Injury by Disease, Each Employee

The foregoing liability limits may be met by procuring a basic policy plus an umbrella or excess liability policy.

E. The Tenant shall purchase and maintain liquor liability insurance with minimum limits of liability as follows:

\$2,000,000	Bodily injury, Each Person
\$2,000,000	Bodily Injury, Each Common Cause
\$2,000,000	Property Damage, Each Common Cause
\$2,000,000	Loss of Means of Support due to bodily injury or property damage, Each person
\$2,000,000	Loss of Means of Support due to bodily injury or property damage, Each common cause
\$2,000,000	Annual Aggregate

Such liquor liability insurance policy shall provide primary coverage as to liability arising in connection with the sale and consumption of wine, liquor and other intoxicating beverages at the Premises.

The Tenant shall take such measures as are necessary to assure that the foregoing limits of insurance coverage are available to cover an insured occurrence or peril at the Premises at all times during the Term of this Agreement. The City makes no representation or warranty as to the sufficiency of the minimum insurance coverage set forth above and the Tenant shall conduct an independent examination to determine the necessary insurance coverage at the Premises. All such insurance (except for workers' compensation coverage) shall be issued by carriers acceptable to the City, shall name the City as an additional insured and permit recovery on such policies by the City on a primary, non-contributing basis, and shall contain a provision whereby the carrier agrees not to cancel or modify the insurance without thirty (30) days' prior written notice to the City. Proof and certificate of such coverage shall be delivered to the City prior to commencement of this lease and annually thereafter upon renewal of the policies. The Tenant shall be solely responsible for payment of premiums, deductibles, and co-payments. If the Tenant fails to procure or maintain the insurance required by this section, the City may, but is not required to, obtain and maintain insurance for protection of its own interest, and all premiums paid or payable by the City therefore shall be deemed to be additional Rent and shall be due on the payment date of the next installment of Rent under this lease. The Tenant's failure to obtain

or maintain any insurance required under this lease shall constitute a material breach of this lease. The Tenant agrees to waive subrogation against the City.

27. **HAZARDOUS MATERIALS.** The Tenant shall not receive, store, use or dispose of any product, material or merchandise which is toxic, explosive, highly flammable or classified by law as hazardous. The Tenant shall defend and hold harmless the City from and against any and all claims, liabilities, losses, damages, cleanup costs and expenses (including reasonable attorney fees) arising out of or in any way related to the presence, storage, use, transportation, disposal or handling of any hazardous materials in, on or about the Premises resulting from the acts or omissions of the tenant. The Tenant shall not release any Hazardous Substances any flammable, explosive, toxic, carcinogenic, mutagenic, or corrosive substance or waste, including volatile petroleum products and derivatives, other than those materials which are technically within the foregoing definition but which are contained in prepackaged office supplies, cleaning materials, personal grooming items or other items which are sold for consumer or commercial use and typically used in other similar facilities or space at, on or in the Premises.

28. **ALARM SERVICES.** The City shall be responsible for installing and maintaining appropriate fire and burglar alarm services for the clubhouse facility. The Tenant shall be responsible for paying for its proportionate share of any ongoing fees for monitoring or maintenance of the alarm services. The Tenant's proportionate share shall be determined based solely on its exclusive spaces. If the Tenant wishes to install any alarm or monitoring services in addition to those installed by the City the Tenant shall pay for those services. Prior to installing any alarm service the Tenant shall request approval from the City. The City's approval must be in writing and will not be unreasonably withheld.

29. **LIQUOR LICENSE.** For the purposes of any on-sale liquor license issued to the Tenant, the licensed area will be consistent with the Premises as defined in this Lease. The Tenant shall comply with all laws of the United States, State of Minnesota, and the City of Coon Rapids relative to the sale and distribution of alcoholic beverages. Tenant agrees that nothing contained herein shall absolve it from responsibility for full compliance with all laws relative to the sale and distribution of alcoholic beverages. The Tenant shall maintain a liquor license continuously during possession of the Premises under this lease. Failing to maintain a liquor license will be considered a material default of the lease conditions.

30. **PERMITS AND LICENSES.** The Tenant shall obtain and maintain during the existence of this Lease all licenses, permits or certifications as may be required by law to operate its business in the Premises.

31. **THEATER OPERATIONS.** The City and the Tenant acknowledge and agree that construction of the new clubhouse facility will include certain amenities to accommodate a staged-performance operation that has historically presented a winter holiday production and a spring production. The Tenant agrees that for the term of this lease, the Tenant will negotiate in good faith and enter into a separate agreement with the City's appointed performance designee to continue these productions. The agreement, if any, between the Tenant and the City's designee will include provision for a dinner theater ticket price that includes the price of the theatrical

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performance and the price of a quality meal commensurate with dinner theater. During 2011 and 2012 the dinner theater performance ticket price will not exceed \$55. During the dinner theater performance season, the portion of the dinner theater ticket price paid to the dinner theater operation may be deducted by the Tenant from the Tenant's net revenue calculation, as determined in paragraph 6 of this lease, to determine the Tenant's incentive rent. The Tenant shall provide reasonably sufficient information to the City to show this calculation. The price of the dinner theater ticket does not include the price of alcoholic beverages or desserts which may be sold separately by the Tenant. The Tenant will make that portion of the banquet space designed for the theater available to the City's dinner theater designee exclusively at least two weeks before the date of the scheduled show opening until the show's end date. The Tenant shall also make the theater space reasonably available to the City's dinner theater designee for rehearsals and stage setup.

32. **FACILITY CHARGE FOR ADMISSION EVENTS.** The Tenant agrees that when ticketed or admission-based fee events occur on the Premises that the Tenant will charge a facility use charge of \$2.00 per ticket or admission. The facility use charge will be remitted to the City by the Tenant within 30 days after the event. The Tenant will provide the City with an accounting of the event that includes a description of the event, the total attendance and the total facility use charge paid to the City.

33. **COORDINATION OF OPERATIONS.** The City and the Tenant agree that the City's golf operations and the Tenant's restaurant, catering and event operations are synergistic and that coordination between the two operations is vital to success. To that end, the City and the Tenant agree that at least two (2) times per year the Tenant will meet with the City Manager or City Manager's designee(s) to discuss overall operations. In addition, the Tenant's marketing/promotions staff will meet with the City's golf operations staff at least once every two weeks to coordinate golf events, banquets, cross-marketing and promotions, and coordination of operational activities.

34. **GOLF SIMULATOR LOUNGE AND OUTDOOR GAZEBO AREA.**

A. The City will operate golf simulators for recreational and teaching purposes in a lounge adjacent to the grill and bar portion of the Tenant's restaurant. The simulators will be in operation mainly during the winter months. In the summer months this room will be used by the City for hosting tournaments, scorekeeping, and presenting tournament awards. The Tenant agrees to provide food and beverage service in the golf simulator / tournament room during these times and as otherwise requested by the City. In addition, the Tenant may use the golf simulator / tournament room for overflow seating or large group seating for its operations so long as the Tenant's use does not conflict with the City's use. The Tenant will schedule its use of this portion of the clubhouse facility with the City's golf operations staff.

B. The Tenant will schedule and use the outdoor gazebo/event area as part of its banquet and event operations. However, the City reserves the right to use the gazebo/event area for public, community or other events that do not conflict with the

Tenant's previously scheduled events. The City will schedule the gazebo/event area for City events through the Tenant. The Tenant will not unreasonably deny the City's requests to schedule the gazebo/event area.

35. CITY-SPONSORED TRAINING AND EVENTS. The City and the Tenant agree that during non-peak times the City may host city-sponsored conferences, events, meetings and trainings that serve a public purpose at the banquet facilities in the Premises. The Tenant agrees to work with the City to schedule these City-sponsored events at times that do not conflict with the Tenant's usual operations. The Tenant further agrees that during City-sponsored events, trainings and conferences that the City will not be responsible for paying a reservation fee and the Tenant will discount its provision of food services for these events. The City-sponsored event discount will be ten (10) percent off the usual published price as established by the Tenant, or as otherwise agreed upon by the City and the Tenant based upon the budget set by the City for the event. Examples of city-sponsored trainings and events include, but are not limited to, an annual city volunteer appreciation dinner, a city employee golf event, training for large groups sponsored by a department of the city, regular meetings of groups in which city employees are members, etc.

36. DEFAULT. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by the Tenant:

- A. The failure of the Tenant to make any payment of rent or any other payment required to be made by the Tenant hereunder, as and when due;
- B. The consistent failure by the Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease;
- C. The appointment of a trustee or receiver to take possession of substantially all of the Tenant's assets located at the Premises or of Tenants interest in the Lease, where possession is not restored to the Tenant within thirty (30) days;
- D. The attachment, execution or other judicial seizure of substantially all of the Tenant's assets located at the Premises or of the Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days. All notice and cure periods set forth above are in lieu of and not in addition to any notice required pursuant to applicable laws, codes and ordinances;
- E. The failure to pay when due any taxes or payment in lieu of taxes that may become payable by the Tenant for the Tenant's business or property interests resulting from the Tenant's rights under this Lease; and
- F. The failure of the Tenant to maintain any necessary licenses required to operate the business of the Tenant, including but not limited to, the failure to maintain a liquor license for the Tenant's operations at the Premises.

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37. NOTICE OF DEFAULT. If the Tenant defaults in any payment of rent or any other charges due hereunder, or defaults in the performance of any of the covenants or conditions of this Lease, the City may give to the Tenant notice of such default. If the Tenant does not cure all defaults relating to payment of rent and other charges within five (5) days after the date of such notice, or does not cure all other defaults within fourteen (14) days after the date of notice (or if such default is of a nature that it cannot be completely cured within that fourteen day period, if the Tenant does not substantially commence such cure within the fourteen days and thereafter proceed with reasonable diligence and in good faith to cure such default), then the City may elect to terminate this Lease by notice, by lawful entry or otherwise.

38. HABITUAL DEFAULTS. If the Tenant, three (3) times within any twelve (12) month period, defaults as defined in paragraph 36 A, C, D, E or F of this lease and receives a notice of default from the City, then regardless of whether such defaults are or have been timely cured, the City may, at its sole option, be entitled to terminate this lease by giving sixty (60) days' written notice to the Tenant.

39. REMEDIES AND REENTRY. In the event of default by the Tenant, the City shall have the remedies described in this Paragraph, in addition to any remedies now or later allowed by law. All rights of the City enumerated herein shall be cumulative, and may be exercised with or without legal process as then may be provided or permitted by the laws of the State of Minnesota. The City may terminate the Tenant's right to possession at any time in the event of an uncured default. Upon termination of the Tenant's right to possession, the City has the right to recover from the tenant (a) the worth at the time of award of any unpaid Rent and other charges which had been earned at the time of termination of the Tenant's right to possession plus (b) the worth at the time of award of the amount by which the unpaid Rent and other charges which would have been earned after the date of termination of the Tenant's right to possession until the time of the award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; plus (c) the worth at the time of award of the amount by which the unpaid Rent and other charges for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus (d) all other amounts, including expenses of reletting, court, brokerage, attorney and collection costs, necessary to compensate the City for all detriment proximately caused by the Tenant's default. These amounts may be withdrawn from the Performance Bond posted by the Tenant in accordance with Paragraph 9 at the option of the City.

In the event of any default by the Tenant that is not cured within the time prescribed by this agreement, the City shall also have the right, with or without terminating the lease, to reenter the Premises. No reentry or taking possession of the Premises by the City pursuant to this paragraph shall be construed as an election to terminate this Lease unless a written notice of such intention is given to the Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. If the City chooses to reenter pursuant to this paragraph, the Tenant must allow the City the use of the Tenant's equipment in order to operate the food and beverage operation as contemplated in this lease.

40. REMOVAL OF PROPERTY. The Tenant shall remove all of its personal property and the Tenant's signage from the Premises upon expiration or earlier termination of this Lease. Title to any personal property remaining on the Premises ten (10) days thereafter shall be deemed to have been conveyed by the Tenant to the City, and the City may dispose of such personal property in its sole discretion. The Tenant agrees to reimburse the City for actual costs and expenses incurred to remove or dispose of such personal property and signage within thirty (30) days after receipt of invoice for the same.

41. HOLDOVER TENANCY. If the Tenant continues to occupy or hold the Premises after expiration of the Term or any Renewal Option, such occupancy shall constitute a month-to-month tenancy subject to all of the terms of this Lease, except the Base Rent, which shall be automatically, and without notice, accelerated to 150% of the rent applicable to the immediately preceding term. Any such holdover tenancy may be terminated as provided by law. The City also reserves the right to claim such damages as may accrue due to the Tenant's holding over, which may exceed the amount of Base Rent otherwise applicable to the holdover period.

42. NON-WAIVER. The failure of the City or the Tenant to insist upon strict performance of any of the covenants and agreements of this Lease shall not be construed as a waiver thereof. Waiver of a particular breach or default shall not be deemed to be a waiver of any subsequent breach or default.

43. INDEMNIFICATION. Each party shall indemnify and hold the other harmless from and against any damage, loss or liability from injuries to persons or property arising from negligent acts of their respective agents, officers and employees. The Tenant shall protect, defend, indemnify and hold the City harmless from and against any and all claims, debts, demands, obligations, losses, liens, damages, judgments or liabilities now or hereafter arising from the Tenant's use of the Premises, the design, development, construction, operation, maintenance or repairs of the Premises or the conduct of the Tenant's business or from any activity, work or thing done, permitted or suffered by the Tenant or any person in or about the Premises and shall further protect, defend, indemnify and hold the City harmless from and against any and all claims arising from any breach or default in the performance of any obligation of the Tenant under this Lease. The foregoing indemnifications shall survive the expiration or other termination of this Lease. These indemnities are for the sole benefit of the City and the Tenant and shall not inure to the benefit of any third party. Nothing contained in this Lease shall be interpreted and construed as a waiver by the City of any immunities or liability caps that the City may assert according to law.

44. SUBLETTING OR ASSIGNMENT. The Tenant shall not have the right to assign, sublease or license the Premises or any portion thereof without the prior written consent of the City, which consent may be granted, denied, or made conditional, in the City's sole discretion.

45. BROKERS. The City and the Tenant agree that neither party has retained a broker or finder with respect to this transaction. The Tenant agrees to defend and hold harmless the

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City from and against any commissions or other fees claimed by any broker or finder asserting they have represented the Tenant.

46. LIENS. The Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by the Tenant. If a lien is filed, the Tenant shall cause the same to be discharged of record within thirty (30) days. The provisions of this paragraph shall survive the term and any holdover of this Lease.

47. ESTOPPEL CERTIFICATES AND SUBORDINATION. The Tenant agrees, upon not less than ten (10) days prior written notice from the City, to execute, acknowledge and deliver to the City a statement in a form mutually agreeable to the Tenant and the City certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid. This Lease shall be subordinate to any bond, financing instrument, mortgage or deed of trust now existing or hereafter placed upon the clubhouse building or the Premises, created by or at the instance of the City, and to any and all advances to be made thereunder and to interest thereon and all modifications, renewals, and replacements or extensions thereof (the "City's Financing"). The Tenant shall properly execute, acknowledge, and deliver documents which the City may require within ten (10) days after delivery by the City to effectuate the provisions of this paragraph.

48. TIME OF THE ESSENCE. The Tenant's performance of its obligations under this Lease is a condition as well as a covenant. Time is of the essence in the performance of all conditions and covenants.

49. MEMORANDUM OF LEASE. This Lease shall not be recorded in any official property record. An instrument evidencing the commencement date and expiration date of this Lease shall be executed by both parties and placed of record if either party so requests, and if so allowed by the County of Anoka, Minnesota.

50. EMINENT DOMAIN. If all of the Premises or such portions of the Clubhouse facility as may be required for the reasonable use of the Premises are taken by eminent domain, this Lease shall automatically terminate as of the date the Tenant is required to vacate the Premises which shall be called the "date of taking" and all rent and other monthly charges due shall be paid to that date. In case of a taking of a part of the Premises, then this Lease may be terminated by either the City or the Tenant. If part of the clubhouse facility this Lease shall continue in full force and effect, except as otherwise provided herein. Where a portion of the Premises is taken, the Base Rent shall be equitably reduced based on the proportion by which the floor area of the Premises is reduced, such reduction to be effective as of the date possession of such portion is delivered to the condemning authority. If any part of the facility is taken (whether or not the Premises are affected) and, in the opinion of the City, it is not feasible to continue this Lease in effect, the City may terminate this Lease. In the event the Premises or any

part thereof shall be taken or condemned for public purposes by any competent authority other than the City, the entire compensation rewarded therefore shall belong to the City without any deduction therefrom for any present or future estate of the Tenant, provided however, that in the event any part of the Premises itself or more than 20% of the property described in Exhibit A shall be so taken or condemned, the term of this Lease shall be terminated as of the date on which possession is so taken.

51. NON-DISCRIMINATION. The Tenant agrees that while using the Premises as allowed by this Lease, the Tenant will not discriminate against any person upon the basis of race, creed, color, religion, gender, sexual orientation, national origin, veteran status or physical or mental disability.

52. ADVERTISED NAME. Tenant agrees that in all advertising promoting the business to be conducted upon the Premises it shall refer to the location of the premises as being "on the Coon Rapids Bunker Hills Golf Course."

53. DATA PRACTICES. As a tenant of the City, the Tenant will comply with the Minnesota Data Practices Act ("the Act") as it may apply to the Tenant's rights under this lease. The City will cooperate with the Tenant in complying with the Act. If the Tenant receives a "data request" under the Act, the Tenant shall immediately notify the City's compliance official who will work with the Tenant in responding to the request in a reasonable manner and timeframe.

54. NOTICES. Whenever under this Agreement a notice is required or deemed advisable by the party providing notice, the notice shall be in writing either hand delivered or sent by certified mail with postage prepaid as follows:

If to the City:

City Manager
11155 Robinson Drive
Coon Rapids, MN 55433

If to Tenant:

Jason Hines
3155 Empire Lane
Plymouth, MN 55447

Either party may designate a different address to which notices shall be sent. Such notices shall be deemed sufficiently served at the time they are properly mailed by United States certified mail.

55. LIMITATION ON SHARE TRANSFER. No controlling interest in Tenant or Tenant's parent company, if any, may be sold or transferred without the written acceptance of the

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City. City may reserve the right to withhold acceptance if the proposed transferee has been convicted of a felony, has either directly or indirectly been involved in any violation of the liquor laws or ordinances of any state or municipality, does not have the financial resources to perform under this Lease, or has been convicted of a crime of dishonesty or theft that, in the City's discretion, could bear on the proposed transferee's ability to perform under this Lease. Tenant shall notify City of the transfer or sale of any such interest. The City will not unreasonably deny or delay the approval of such transfer but will have the time necessary to conduct appropriate background checks.

56. FOOD AND BEVERAGES FOR GOLF EVENTS AND CONCESSIONS ON THE GOLF COURSE. The Tenant shall have the exclusive right, except as otherwise noted in this Lease, to enter into contracts with event sponsors to provide food and beverage services for special events at and on the Golf Course which may include golf tournaments, cross country running and skiing events, or similar activities, and shall exclusively provide concessions on the Golf Course in connection with daily golf activities, subject to the following:

A. Prior to September 1st of each year of this Lease, and any renewal option period, the Tenant will provide to the City, through the manager of the City's golf operations, menu selections with prices for special golfing events during the next succeeding year. The City will use the menu selections in its marketing of corporate, charity, and other golfing events held at Bunker Hills Golf Course in the following year. The menu selections must be fairly and competitively priced with other, similar golf facilities located in Anoka County and those portions of Hennepin and Ramsey counties situated north of Highway 694.

B. The methods and locations for the purveying of food and beverages on the course, whether in connection with daily activities or special events, shall be approved in advance by the City. The prices charged for these services shall be no more than is charged for the same food and beverages within the leased premises and shall be consistent with prices found at other public courses located in Anoka County and those portions of Hennepin and Ramsey Counties located north of Highway 694.

C. The Tenant shall make no changes to the prices charged for food and beverages from vending machines without prior approval of the City. In considering a price change request, the City may take into consideration vending machine pricing for similar products at other public courses located in Anoka County and those portions of Hennepin and Ramsey Counties located north of Highway 694, provided, however, that no such request will be unreasonably delayed or denied by the City.

D. Absent just cause, failure of the Tenant to provide concessions for a special event after notifying the City of its intention to provide such concessions shall constitute a material breach of this Agreement.

E. The acceptance and scheduling of any special event at the Bunker Hills Golf Course shall be at the sole discretion of the City.

F. The Tenant understands and agrees that certain special event sponsors may bring donated snack items onto the golf course as part of the sponsor's event. Such snack items may include such things as bottled water, cans or bottles of soda, yogurt, candy bars, granola bars etc. The Tenant agrees that event sponsors may provide these snack items to their event participants at no charge and without violating the Tenant's exclusive rights to purvey food and beverages. In no event will an event sponsor be allowed to bring alcoholic beverages onto the course that have not been purchased from the Tenant. The City agrees that it will notify the Tenant of a sponsor's request to bring snack items onto the golf course for the sponsor's event as soon as reasonably possible before the start of the event.

G. The City and the Tenant recognize that the City may enter into certain agreements for large-scale events to be held at the golf course from time to time. These large-scale events may require the Tenant to enter into separate concession agreements with the event sponsor or director. An example of this kind of event includes, but it not limited to, a professional golf tournament. In these situations, the following conditions shall apply:

i. The provisions of such separate agreements shall prevail over the provisions of this Agreement to the extent of any inconsistencies.

ii. Unless otherwise agreed to by the parties in writing, all notice provisions contained in this section shall apply to any separate agreements.

iii. The City will act in good faith in its negotiations with the event sponsor or director to ensure that the Tenant has the first opportunity to negotiate an agreement to provide concession services for the event. Any agreement negotiated between the City and the event sponsor or director will have a good faith negotiation clause in such agreement, requiring that the event sponsor or director negotiate with the Tenant in good faith.

iv. The Tenant will negotiate in good faith and enter into such separate concessions agreements in a timely manner so as to not prevent, delay, or jeopardize the event.

v. If the City, through its City Manager, or designee, determines that either or both parties to a separate concessions agreement have not negotiated in good faith, the City will notify the parties in writing stating the basis for its determination and providing a date by which an agreement is to be completed. If no agreement is reached by the specified date and the City Manager or designee determines that Tenant has not negotiated in good faith, the Tenant shall forfeit its rights to provide concessions for that event and the event sponsor or director may enter into an agreement with a third party to provide concessions for that event. If the City Manager or designee determines the event sponsor or director has not negotiated a concession agreement with the Tenant in good faith, the Tenant is released of any obligations to provide concessions for the event and the event sponsor or director is precluded from providing concessions for the event from any other vendor.

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vi. In making the determination of good faith the City Manager or designee may consider all relevant information including, but not limited to, agreements for similar events held in the seven county metropolitan area (Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington County).

vii. Nothing herein shall preclude the City, at its option, from making reasonable attempts to reconcile differences between the Tenant and an event sponsor or director, including the use of mediation or arbitration.

57. **GOVERNING LAW.** This Lease shall be governed by the laws of the State of Minnesota, with venue lying in Anoka County.

58. **AUTHORITY TO EXECUTE.** The individual(s) executing this Lease on behalf of the Tenant hereby represent(s) that he or she is duly authorized to execute and deliver this Lease on behalf of the Tenant, and that this Lease shall be binding upon said entity in accord with its terms.

59. **FORCE MAJEURE.** In the event either party is delayed or prevented from performing any of its respective obligations under this Lease by reason of acts of God, governmental requirement, fire, floods, or strikes, then the time period for performance of such obligations shall be extended for the period of such delay.

60. **RULES AND POLICIES.** The Tenant agrees to observe the City's rules and policies for the clubhouse facility and Premises. The City may amend these rules and policies, and such amended rules and policies shall be binding on the Tenant provided such changes do not contradict the terms and conditions of this Lease. The rules and policies will not unreasonably interfere with the operations of the Tenant as contemplated at the time of the execution of this Lease.

61. **DISPUTE RESOLUTION.** In the event that a dispute arises under this Lease that is not deemed a default and that the parties cannot resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner; each party to this Lease shall appoint one person who is not involved in the dispute to the Dispute Panel, and the members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, Lease terms, and applicable statutes and rules and policies and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto.

62. **ENTIRE AGREEMENT.** This Agreement restates the entire understandings and agreements between the parties, whether oral or written, and supersedes all prior agreements and amendments thereto. This Agreement may be amended only in writing signed by the parties hereto. This Agreement is binding on the parties hereto, their assigns, and successors.

63. **SEVERABILITY.** If any portion of this Agreement is found invalid by a court of competent jurisdiction, all other provisions remain in full force and effect.

64. COUNTERPARTS. This Lease may be executed in counterparts and each counterpart constitutes an original document.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
day and year first above written.

CITY OF COON RAPIDS

POTLUCK CATERING INC.,

By: _____
Tim Howe, Mayor

By: _____
Jason Hines, Owner and Operator

By: _____
Matthew S. Fulton, City Manager

By: _____
Its: _____

Approved as to Form and Content:

Stoney Hiljus, City Attorney

Document drafted by:
Stoney L. Hiljus
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, MN 55433
763-767-6495

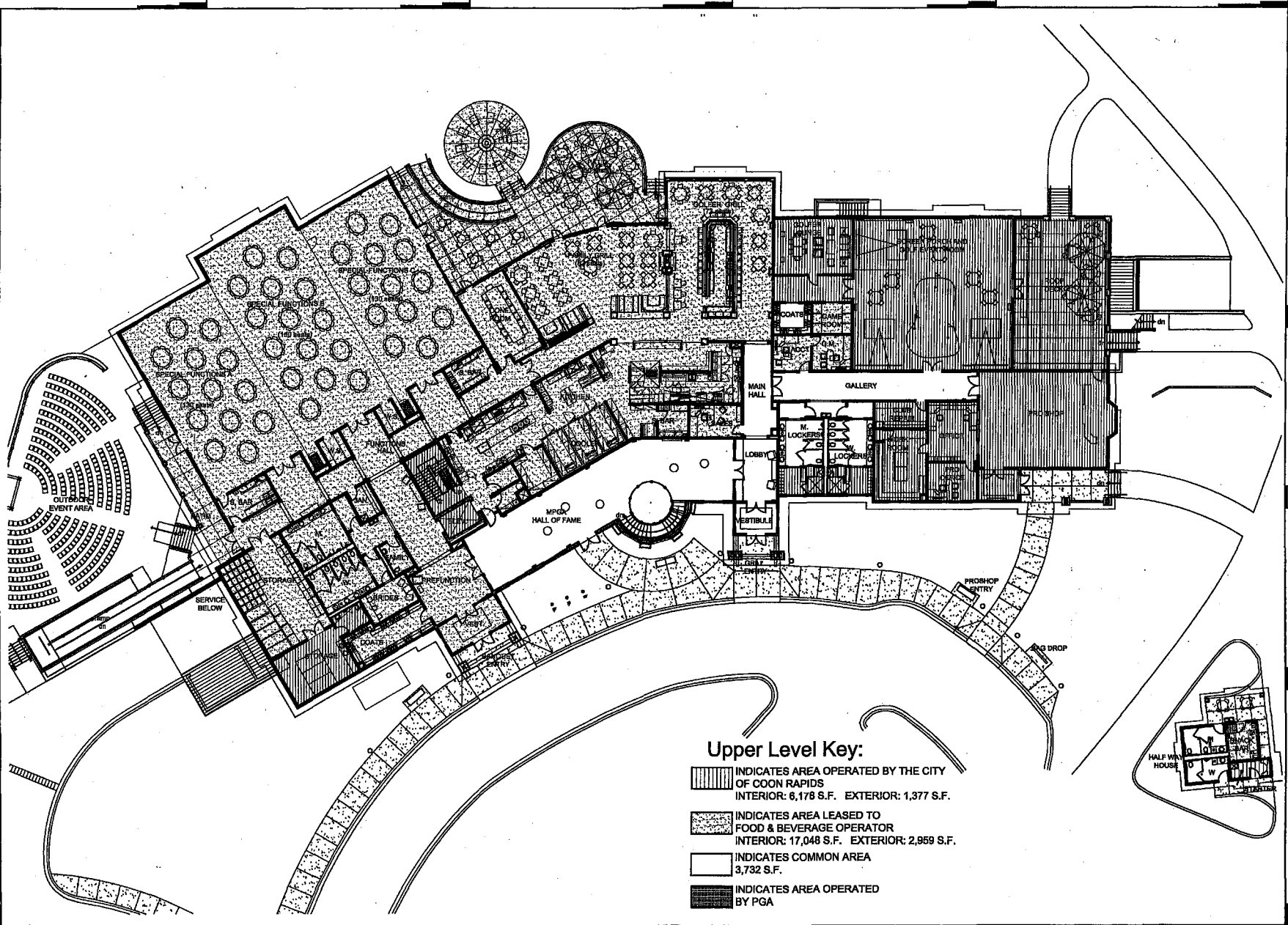


BUNKER HILLS
Coon Rapids, MN

PROJ. DATE AUG. 11, 2010

PROJ. NO. 2918

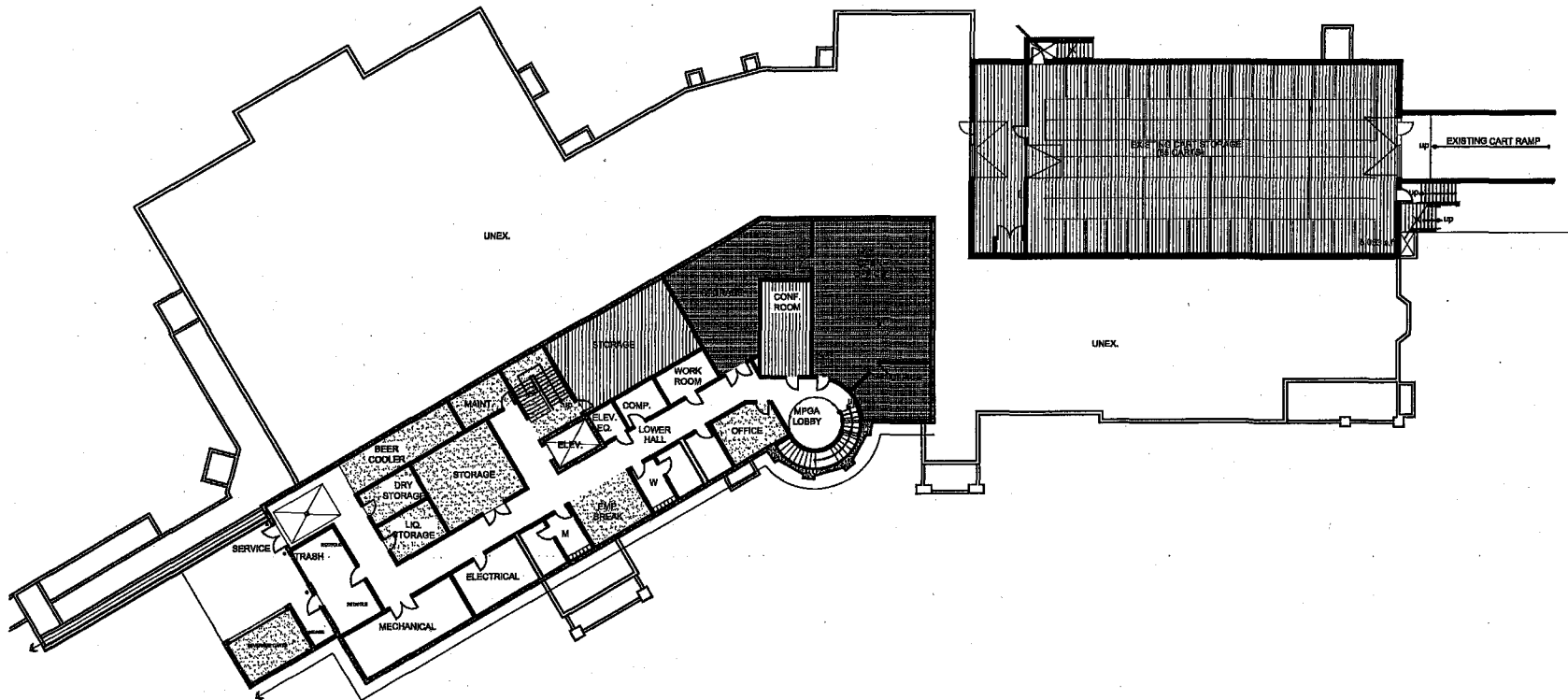
**MAIN
LEVEL
FLOOR
PLAN**







Upper Level Key:

- INDICATES AREA OPERATED BY THE CITY OF COON RAPIDS
INTERIOR: 6,178 S.F. EXTERIOR: 1,377 S.F.
- INDICATES AREA LEASED TO FOOD & BEVERAGE OPERATOR
INTERIOR: 17,048 S.F. EXTERIOR: 2,959 S.F.
- INDICATES COMMON AREA
3,732 S.F.
- INDICATES AREA OPERATED BY PGA

(EXHIBIT A)



Lower Level Key:

-  INDICATES AREA OPERATED BY THE CITY OF COON RAPIDS
5,604 S.F.
-  INDICATES AREA LEASED TO FOOD & BEVERAGE OPERATOR
1,623 S.F.
-  INDICATES COMMON AREA
3,500 S.F.
-  INDICATES AREA OPERATED BY PGA
1,976 S.F.

LOWER
LEVEL
FLOOR
PLAN



11155 Robinson Drive
Coon Rapids MN 55433
Tel 763-755-2880
Fax 763-767-6491
www.coonrapidsmn.gov



COON RAPIDS

Minnesota

TO:

Mayor, City Councilmembers,
City Manager *MAJ*

FROM:

David J. Brodie, Assistant City
Attorney *DTB*

SUBJECT: Chapter 6-500- Non Domestic
Animals

DATE: September 21, 2010

INTRODUCTION

At their meeting of July 20, 2010, Council introduced an ordinance to repeal Chapter 6-500 in its entirety and enact a new Non-Domestic Animals ordinance that more clearly defines the animals that may and may not be kept in the City. The proposed ordinance would also eliminate the licensing requirement for pigeons and would require a permit for temporary display of animals.

DISCUSSION

Currently, Chapter 6-500 regulates non-domestic animals. Domestic animals are defined in the current code as "any living creature generally referred to as domestic pets and which are maintained within the residence and within a cage, including, but not limited to, birds, hamsters, chinchillas, lizards, snakes, etc." Non-domestic animals are defined as "all other living animals." The definitions are vague and broad. Further, the current code, allows for a person who owns a five acre or larger lot in the City to possess or maintain non-domestic animal such as a tiger, lion, poisonous snake, cattle as long as the owner was in compliance with state and federal law. Given the City's suburban location and development, Staff feels it necessary to update the code, specifically, the definitions of what animals are allowed to be maintained in the City. Staff also believes the City should eliminate any provision that would allow non-domestic animals to be kept in the City and instead prohibits all non-domestic animals from the City. An exception was included in 6-501(2) to allow for an existing use to continue after the ordinance takes effect. The ordinance still contains language that bans the feeding of non-domestic animals similar to many cities in the metro area and in urban areas around the country. An exception to the prohibition would exist for the feeding of songbirds so long as songbird feeding is done in a responsible manner. Further, the new ordinance will provide extensive definitions of what constitutes domestic animals and non-domestic animals. In the ordinance bees are still defined as non-domestic animals and thus may not be maintained in the City.

Currently, Chapter 6-500 requires licensing for the raising or keeping of four (4) or more pigeons. Given staff changes, the City is no longer issuing or monitoring licenses for pigeons. Staff is requesting elimination of these requirements to bring Coon Rapids in line with surrounding communities

In the past, residents have attempted to use the "educational display" portion of the current code to their advantage to allow for the keeping of chickens and other animals. It is staff's opinion that the City would better be served by changing the language to allow a temporary license or permit for a maximum of thirty days for exhibition or showing of non-domestic animals only for persons keeping animals for a public zoo as volunteers, docents or otherwise.

The proposed ordinance will permit horseback riding in public parks on designated bridle paths only. Bunker Hills Regional Park is the only park in the City that has such paths.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Housing/Neighborhood section of the City's long term strategic by creating a safer environment for City residents.

ACTION REQUIRED

Adopt the Ordinance repealing Chapter 6-500 in entirety and enacting a new Non-Domestic Animals ordinance.

mp

Attach.

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ORDINANCE NO.

**AN ORDINANCE TO REGULATE DOMESTIC/NON-DOMESTIC ANIMALS AND
THEREBY AMENDED REVISED CITY CODE - 1982 BY REPEALING
CHAPTER 6-500, NON-DOMESTIC ANIMALS IN ITS ENTIRETY
AND BY ADDING THERETO NEW CHAPTER 6-500**

The City of Coon Rapids does ordain:

Section 1. Revised City Code - 1982 Chapter 6-500, Non-Domestic Animals is hereby repealed in its entirety.

Section 2. Section 2. Revised City Code - 1982 is hereby amended by adding thereto Chapter 6-500, Non-Domestic Animals. (Additions double underlined)

CITY OF COON RAPIDS, MINNESOTA

CHAPTER 6-500

NON-DOMESTIC ANIMALS

6-501 Application. This Chapter shall apply to all animals both domestic and non-domestic, except:

- (1) dogs and cats which are regulated by City Code Chapter 6-100, 6-200, and 6-400; and
- (2) cows or cattle maintained on properties of 20 contiguous acres or more, owned by the same person or entity and zoned LDR-2, where the property is used for agricultural purposes and the amount of cows or cattle maintained is no greater than 30.

6-502 Definitions. For purposes of this Chapter, the following definitions shall apply:

- (1) Domestic animals are defined as non-poisonous snakes or snakes not prohibited by this Chapter, birds kept indoors, non-poisonous spiders, turtles, lizards, hamsters, chinchillas, mice, rabbits, gerbils, white rats, guinea pigs, or similar small animals capable of being maintained continuously in cages and indoors.
- (2) Non-domestic animals are defined as all other animals such as cows, sheep, pigs, potbellied pigs, bees, goats, swine, llamas, mules, horses or other hoofed animal, chickens, ducks, or other agricultural animals or domestic fowl and any animal, reptile or fowl, which is not naturally tame or gentle but is of a wild nature or disposition or which, because of its vicious nature or other characteristics, would constitute a danger to human life or property including:
 - (a) any animal or species prohibited by Minnesota or federal law;
 - (b) any skunk, raccoon, badger, weasel, wild ferret or fox, whether captured in the wild, domestically raised, de-scented or not de-scented, vaccinated against rabies or not vaccinated against rabies;
 - (c) any cats of the family Felidae, including lions, tigers, jaguars, leopards, cougars,

cheetahs, ocelots and servals, but not including commonly accepted domesticated house cats or cats recognized as a domestic breed, registered as a domestic breed, and shown as a domestic breed by a national or international multibreed cat registry association;

(d) any members of the family Canidae, such as wolves, foxes, coyotes, dingos, jackals but not including domesticated dogs;

(e) any crossbreeds such as crossbreeds between dogs and coyotes or dogs and wolves, but does not include crossbreeds between domesticated animals;

(f) any snake, that is a member of the pit viper or Blodae family, including but not limited to copperheads, water moccasins, rattlesnakes, fer-de-lances, bushmasters, asps, cobras, mamba, kraits, coral snakes, sea snakes, South American anacondas, Asian reticulated pythons, boa constrictors, tree boas and sand boas;

(g) any other snake or reptile which by their size, vicious nature, or other characteristic is dangerous to human beings;

(h) any poisonous spiders;

(i) any apes, gorillas, monkeys or other primates;

(j) any other animals which are not listed explicitly but which can be easily defined as a non-domesticated animal including bears and wolverines.

6-503 Keeping of Non-Domestic Animals.

(1) It shall be unlawful to keep, maintain, harbor, or feed any non-domestic animal within the City except where permitted elsewhere in this Chapter.

(2)) Songbird Exception. The feeding of songbirds is permitted under the following conditions:

(a) Feeding occurs from a bird feeder that is designed to prevent other wildlife, including squirrels, or waterfowl from eating from the bird feeder, and

(b) The bird feeder does not become an attractive nuisance to other wildlife or waterfowl, and

(c) Songbird feeding does not attract songbirds in such numbers that they become a nuisance or that they damage property, and

(d) The storage of songbird feed must be done in a sealed container and in a manner that rodents are not attracted to the feed, and

(e) Songbird feeding occurs on private property owned or controlled by the person responsible for the bird feeder.

6-504 Impounding of Non-Domestic Animals. Any non-domestic animal kept in violation of this Chapter may be impounded by the Animal Control Officer and after being so impounded for five (5) days or more without being redeemed, may be destroyed or otherwise humanely disposed of. Any person reclaiming any such impounded animal shall pay the costs of impounding and keeping the same. At the time of impounding, the Animal Control Officer shall notify the owner, if known, by telephone or personal contact and by written notice to his or her last known address. If the owner is unknown, written notice containing a description of the animal shall be posted at the animal shelter of impoundment and at City Hall. The notice shall advise the owner that he or she has five regular business days to claim and remove the animal from the City. Regular business day means any day during which the animal shelter is open to the public not less than four consecutive hours between the hours of 8:00 a.m. and 7:00 p.m.

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6-505 Permitted Use. Use of horses and any accessory stabling of such shall be permitted in public parks on designated bridle paths only.

6-506 Permits. The City Council may grant permits for the keeping of non-domestic animals for use in connection with an exhibition or show only, or by persons keeping animals for a public zoo as volunteers, docents, or otherwise, for a maximum of 30 days provided that the Council finds that such animals are not likely to be dangerous, that they will be kept in safe and sanitary surroundings, that they will not be maintained in an inhumane manner or be subjected to any inhumane treatment, and that their presence on the premises will not be a source of nuisance or annoyance to the occupants of adjacent property. In granting such permit, the Council may impose limitations on the permit to ensure that such animals will be kept under such conditions. It will be unlawful for the permit holder to keep such animals in violation of the limitations imposed by the City Council. Any such permit shall be subject to immediate suspension by the Animal Control Officer if the officer determines that the animals are being kept in a manner which violates the terms of the permit. Such suspension shall remain in effect until the matter is heard before the City Council not less than 10 days nor more than 20 days after the suspension. At such meeting the City Council may revoke such permit or may reinstate the same subject to such limitations as the Council shall deem necessary. Applications for permits shall be in a form provided by the City Clerk.

6-507 Penalty. Any person convicted of a violation of any provision of this Chapter will be guilty of a misdemeanor.

6-508 Violation. Each day's violation of the provisions of this Chapter shall constitute a separate offense and shall be punishable as such hereunder.

Introduced this 20th day of July, 2010.

Adopted this ____ day of _____, 2010.

Tim Howe, Mayor

ATTEST:

Joan A. Anderson, City Clerk



TO: Mayor, City, Councilmembers,
City Manager *MJD*

FROM: Scott Harlicker,
Planner *SH*

DATE: September 21, 2010

**SUBJECT: Planning Case 10-20
Zone Change from General
Commercial to Riverdale
Station Transit District**

INTRODUCTION

The City is initiating a zone change that involves applying the recently adopted Riverdale Station Transit District to property adjacent to the Northstar commuter rail station (Riverdale Station). The district will encourage the development of a neighborhood center that is transit oriented to the station.

DISCUSSION

The recently updated Comprehensive Plan identified this site as an area to be developed in a way that will support the adjacent Northstar commuter rail station. To further this policy, in June the City Council approved an ordinance amendment that created the Riverdale Station Transit District.

The area that is included in this district is the station itself and the undeveloped 15 acres adjacent to the station. The purpose of the Riverdale Station Transit District is to set forth design guidelines and site considerations for the development of the area adjacent to the station as a transit oriented development. The station area will also be developed so that it provides a transition between the existing uses and the station. These two goals will be accomplished by providing a mix of uses, building types, and streets and landscaping.

On September 7th the Council introduced the ordinance for the proposed zone change.

Planning Commission Meeting

At the Planning Commission meeting held on August 17th, at the public hearing one resident spoke in favor of the proposed zone change. The Commission voted 4:0 to recommend approval of the zone change.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Community Development and Redevelopment** section of the City's long term strategic vision in the following way:

- The zone change will allow for the development of an underutilized site. This will help sustain and encourage growth and transit oriented development adjacent to the Northstar commuter rail station.

RECOMMENDATION

In Planning Case 10-20, the City Council **adopt** the attached ordinance approving the proposed zone change based on the following findings:

1. The proposed zone change would be consistent with the Comprehensive Land Use Plan.
2. The proposed zone change is compatible with the surrounding zoning districts and land uses.
3. The proposed zone change would not have an adverse impact on the area.

6

ORDINANCE NO.

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF
THE CITY OF COON RAPIDS SO AS TO PROVIDE CHANGES
IN THE ZONING CLASSIFICATION (PC 10-20)**

The City of Coon Rapids does ordain:

Section 1. The official zoning map of the City of Coon Rapids is hereby amended to change the classification of the following described property from General Commercial to Riverdale Station Transit Station:

Lot A, Registered Land Survey 209; Lot B, Registered Land Survey 209

and

That part of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ & of the Southeast $\frac{1}{4}$ of Section 8, Township 31, Range 24 lying between the southwesterly line of Tract F, Registered Land Survey No. 160 and a line 125 feet northeasterly of and parallel with the southwesterly line of Burlington Northern, Inc. rail road right-of-way as located on the recorded plat of Wedgewood Parc 4th Addition and lying southerly of the westerly extension across it of the north line of said Tract F and lying westerly of southerly extension across it of westerly right-of-way line of Northdale Boulevard according to the plat of Shenandoah Woods.

Introduced the 7th day of September, 2010.

Adopted on the ____ day of _____, 2010.

Tim Howe, Mayor

ATTEST:

Joan A. Anderson, City Clerk

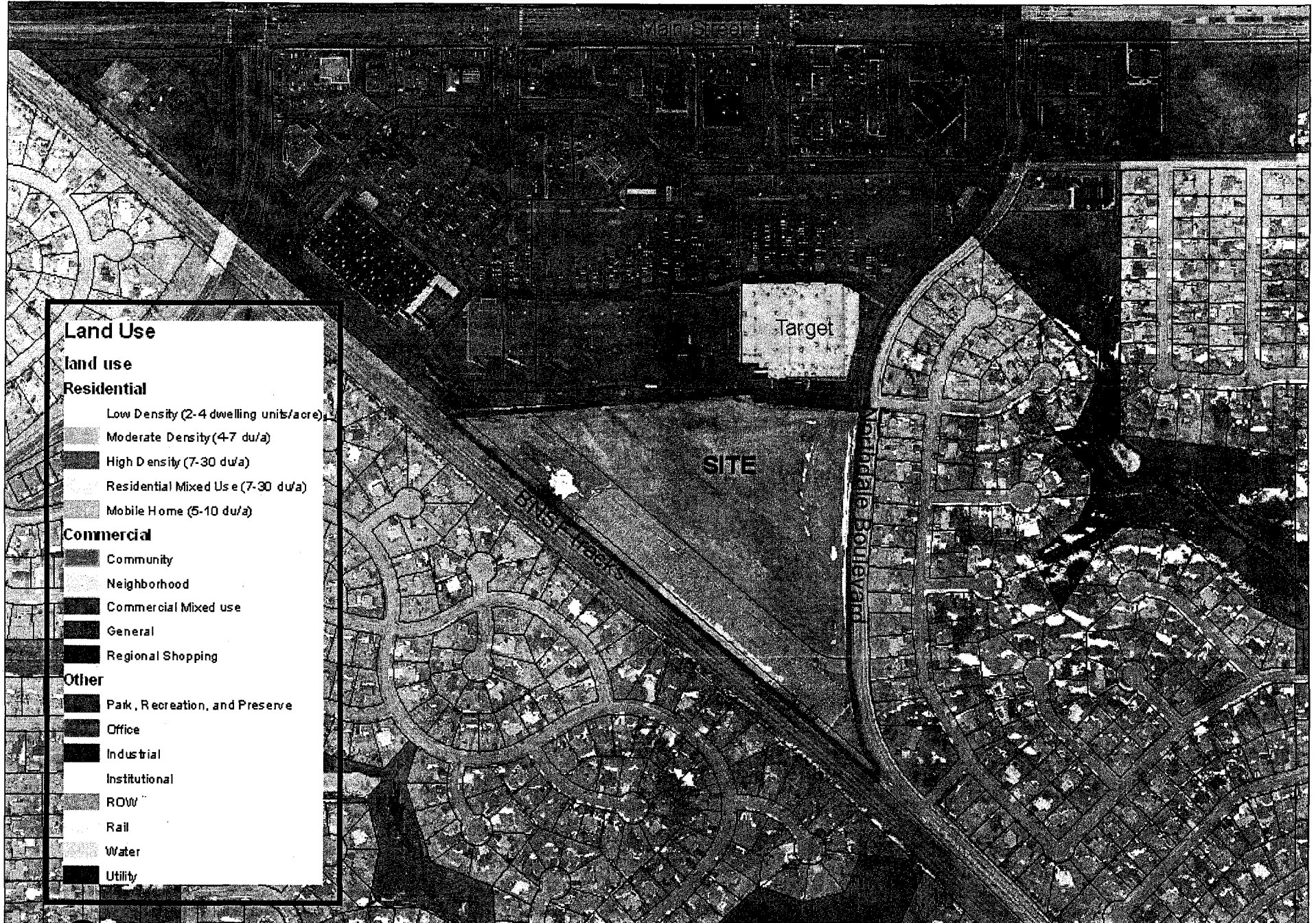
Location Map



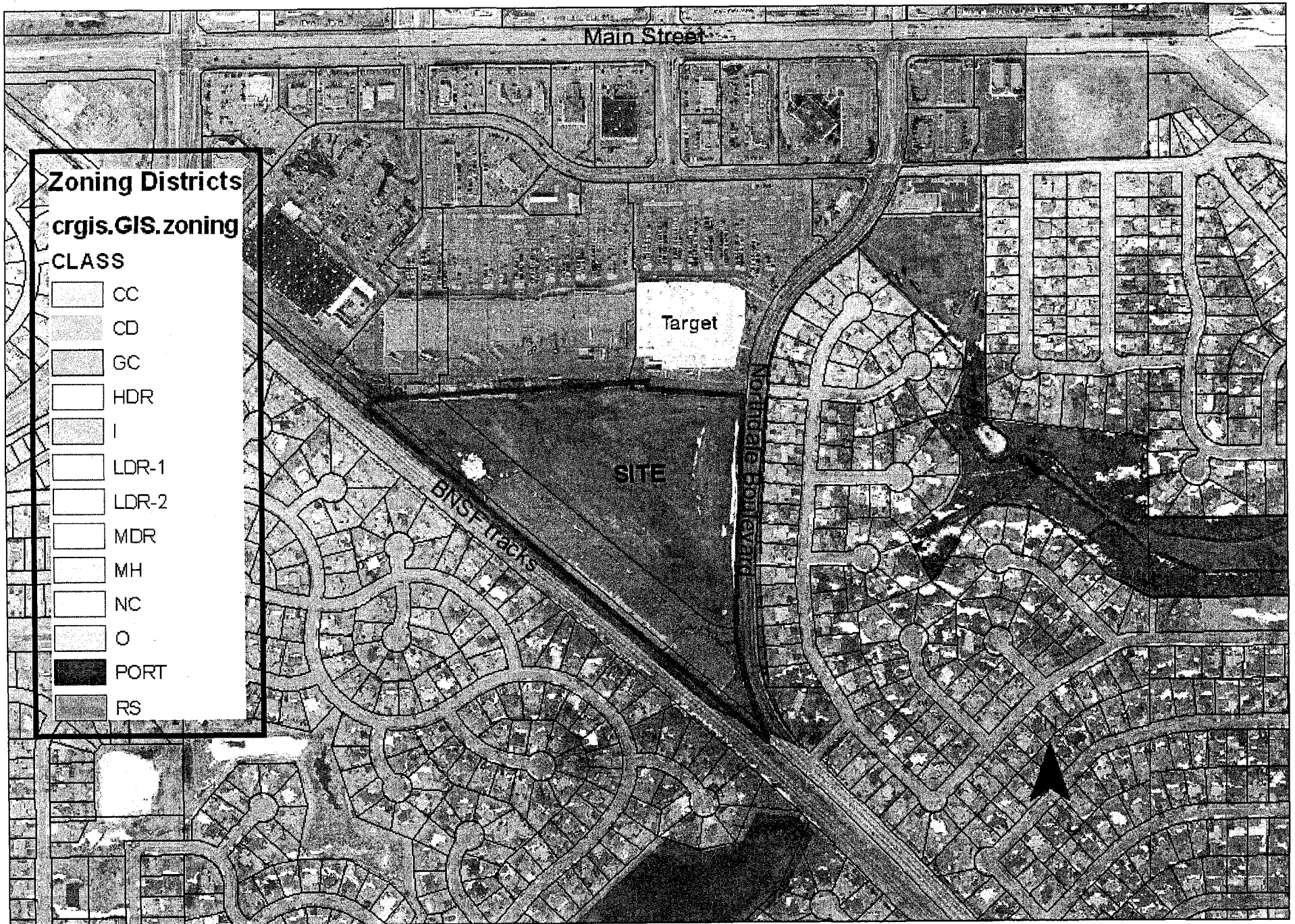
Location Map



Land Use Map



Zoning Map



This is a decision made by the Planning Commission and shall stand unless appealed to the City Council within ten days after notification of the decision.

5. PORT MASTER PLAN

5A. PLANNING CASE 10-15 – FINAL PORT MASTER PLAN FOR PORT CAMPUS SQUARE – PUBLIC HEARING

It was noted the Planning Commission is asked to consider a final Port Master Plan for Port Campus Square.

MOTION BY COMMISSIONER GEISLER, SECONDED BY COMMISSIONER MURPHY, TO APPROVE PLANNING CASE 10-15, THE FINAL PORT MASTER PLAN FOR PORT CAMPUS SQUARE.

Chairman Naeve questioned if a public hearing was held on this issue. Community Development Director Nevinski stated the public hearing was held with the preliminary plans.

THE MOTION PASSED UNANIMOUSLY.

This is a recommendation to the City Council that will be considered at the September 7, 2010 City Council meeting.

6. COMPREHENSIVE PLAN AMENDMENT

6A. PLANNING CASE 10-19 – TEXT AND MAP AMENDMENT ADOPTING THE PORT CAMPUS SQUARE MASTER PLAN – PUBLIC HEARING

It was noted the Planning Commission is asked to consider an amendment to the Comprehensive Plan to adopt a Port Master Plan for Port Campus Square.

Chairman Naeve opened and closed the public hearing at 7:30 p.m., as no one wished to address the Planning Commission.

MOTION BY COMMISSIONER MURPHY, SECONDED BY COMMISSIONER SNELL, TO APPROVE PLANNING CASE 10-19, THE AMENDMENT TO CHAPTER 2 AND MAP L-5 OF THE COMPREHENSIVE PLAN INCORPORATING FUTURE LAND USES ESTABLISHED BY THE PORT CAMPUS SQUARE MASTER PLAN. THE MOTION PASSED UNANIMOUSLY.

This is a recommendation to the City Council that will be considered at the September 7, 2010 City Council meeting.

7. ZONE CHANGE

7A. PLANNING CASE 10-20 – ZONE CHANGE FROM GENERAL COMMERCIAL TO RIVERDALE STATION TRANSIT DISTRICT, WEST OF NORTHDAL

BOULEVARD, NORTH OF THE BNSF TRACKS AND SOUTH OF RIVERDALE
COMMONS – PUBLIC HEARING

It was noted City is initiating a zone change that involves applying the recently adopted Riverdale Station Transit District to property adjacent to the Northstar commuter rail station (Riverdale Station). The district will encourage the development of a neighborhood center that is transit oriented to the station.

Chairman Naeve opened the public hearing at 7:33 p.m.

Judith Fedo, 12179 Lily Street, stated she was happy to have the transportation venue close to her home. She expressed concern as to what would be developed on this site, as the railroad was in close proximity. Ms. Fedo questioned if affordable priced housing would be the focus. She encouraged a great deal of green space be added to this site.

Chairman Naeve noted the uses for this site were for live/work units and would be built with the understanding the railroad was noisy. She indicated the site was a bit tricky as it was owned by the County.

Commissioner Geisler felt the site would be more urban and artisan, with an eclectic feel. The development would have a higher density with smaller commercial uses to attract people to the area.

Ms. Fedo expressed concern about the traffic pattern near the transit station. Chairman Naeve stated a signal will be added this fall to provide traffic control.

Ms. Fedo questioned how the rider projections were at this time for the Northstar line. Community Development Director Nevinski stated the numbers were good at this time.

Chairman Naeve closed the public hearing at 7:45 p.m.

MOTION BY COMMISSIONER MURPHY, SECONDED BY COMMISSIONER GEISLER, TO APPROVE PLANNING CASE 10-20, THE PROPOSED ZONE CHANGE BASED ON THE FOLLOWING RATIONALE:

1. THE PROPOSED ZONE CHANGE WOULD BE CONSISTENT WITH THE COMPREHENSIVE LAND USE PLAN.
2. THE PROPOSED ZONE CHANGE IS COMPATIBLE WITH THE SURROUNDING ZONING DISTRICTS AND LAND USES.
3. THE PROPOSED ZONE CHANGE WOULD NOT HAVE AN ADVERSE IMPACT ON THE AREA.

THE MOTION PASSED UNANIMOUSLY.

This is a recommendation to the City Council that will be considered at the September 7, 2010 City Council meeting.



7

TO: Mayor, City Councilmembers, City Manager

FROM: Steve Gatlin, Public Services Director

SUBJECT: Adoption of Ordinance Establishing
Stop Signs on Hummingbird Street at
104th Avenue

DATE: September 21, 2010

INTRODUCTION

Residents in the area of 104th Avenue and Hummingbird Street recently contacted our office requesting stop signs at this intersection. This intersection is immediately adjacent to the new dog park. Residents have requested consideration of stop signs at this intersection because of visibility concerns resulting from on-street parking adjacent to the dog park. The Traffic Review Committee reviewed the request and feel additional traffic control is justified. Council introduced the ordinance at the September 7, 2010 Council meeting. Council is now requested to adopt the attached ordinance establishing stop signs in this location.

DISCUSSION

Residents in the area of 104th Avenue and Hummingbird Street have expressed concerns regarding traffic safety at the intersection because of the adjacent dog park use. Park users park on both sides of the streets adjacent to the dog park and the intersection has sight distance problems as a result. Traffic volumes in the area are fairly heavy because of the high use of the dog park. For this reason the Traffic Review Committee recommends the installation of stop signs stopping traffic both north and south on Hummingbird Street at 104th Avenue.

ALIGNMENT WITH STRATEGIC VISION

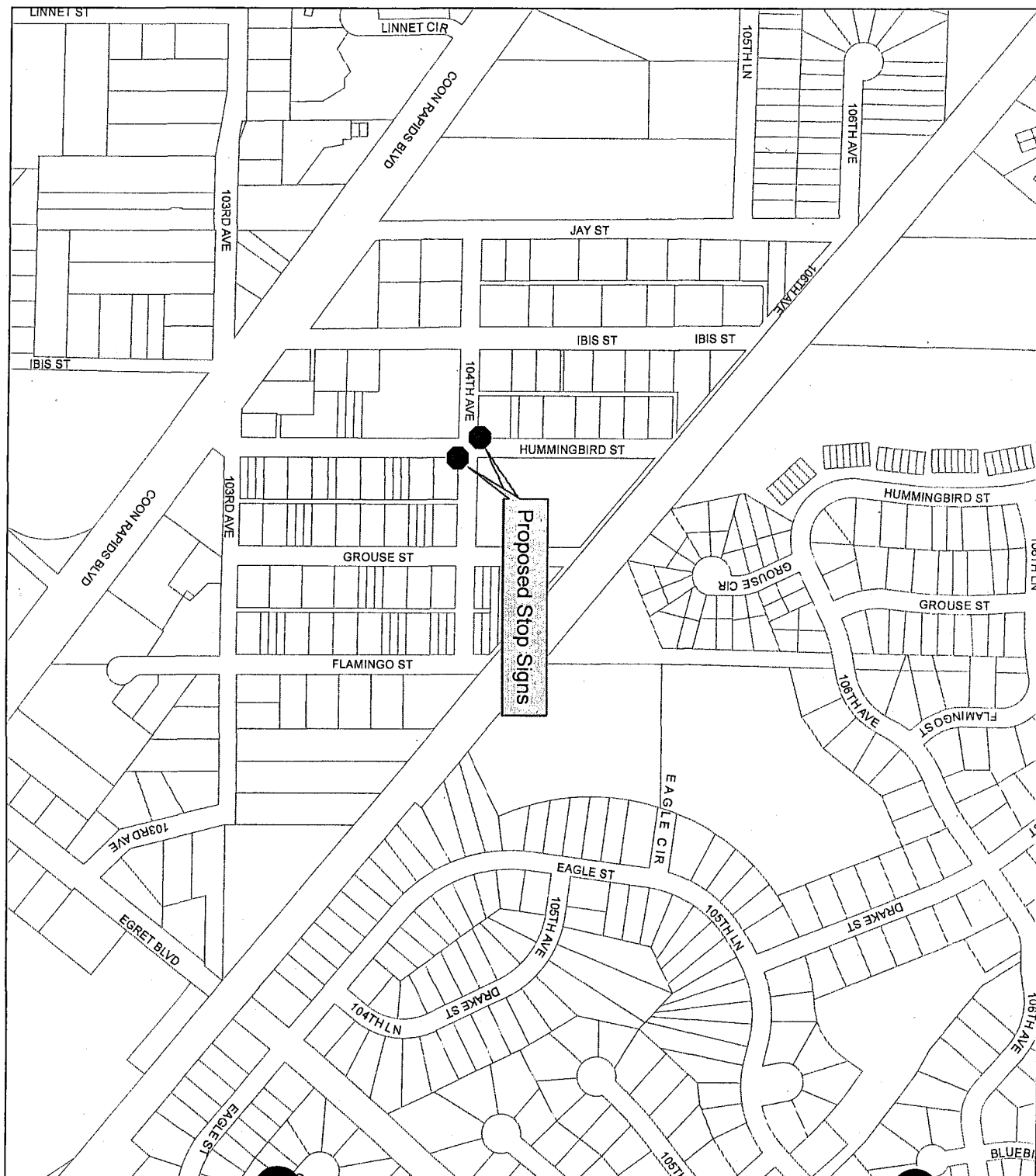
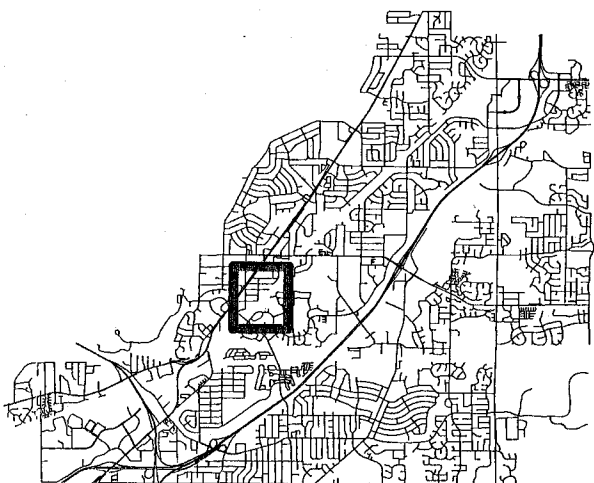
This item relates to the Transportation section of the City's long term strategic vision by providing an efficient and well maintained roadway system. This stop sign installation will increase traffic safety and more efficiently manage traffic in the area.

BUDGET IMPACT

This request has no major budget impact other than initial sign installation costs.

RECOMMENDATION

I recommend the Council adopt the attached ordinance establishing stop signs stopping traffic north and south on Hummingbird Street at 104th Avenue.



ORDINANCE NO.

**AN ORDINANCE ESTABLISHING STOP SIGNS
ON HUMMINGBIRD STREET NW STOPPING TRAFFIC NORTH
AND SOUTH AT 104TH AVENUE NW**

The City of Coon Rapids does ordain:

Section 1. The installation of stop signs is hereby authorized for stopping northbound and southbound traffic on Hummingbird Street NW at 104th Avenue NW.

Section 2. The Director of Public Services is hereby authorized and directed to install appropriate signs to effectuate the purpose of this ordinance.

Introduced the 7th of September, 2010.

Adopted the ____ day of _____, 2010.

Tim Howe, Mayor

ATTEST:

Joan A. Anderson, City Clerk



TO: Mayor, Councilmembers, City Manager *MS*

FROM: *CS* Craig Scott
Cook Memorial Ice Arena Manager *CS*

SUBJECT: Concession Stand Lease with CRYHA

DATE: September 21, 2010

INTRODUCTION

The concession stand at the arena has been operated by Coon Rapids Youth Hockey Association (CRYHA) in the past. By mutual agreement, the Association wishes to continue to operate it for the 2010-2011 season.

DISCUSSION

The current board of the CRYHA wishes to continue operating the concession stand at the arena. The agreement continues to be written for one year at a time to allow both parties to discuss the operation at the end of each season to determine the direction for the following year.

BUDGET IMPACT

The CRYHA has paid \$1,500.00 per year since the 2008-2009 season. No adjustment in the fee is recommended at this time. As before, the CRYHA is responsible for equipment purchase and repair, staffing and insurance which relieves the City of those financial responsibilities.

ALIGNMENT WITH STRATEGIC VISION

CRYHA concession operation provides civic involvement opportunities for hockey parents as well as providing a service to persons utilizing the arena.

RECOMMENDATION

I recommend we continue with the present relationship as outlined and ask that Council approve this agreement for signature.

CONCESSION STAND LEASE AGREEMENT

This agreement made and entered into this 21st day of September, 2010, by and between the City of Coon Rapids, a municipal corporation, organized and existing under the laws of the State of Minnesota, Lessor hereinafter referred to as "City" and Coon Rapids Youth Hockey Association, Lessee, hereinafter referred to as "Association".

WITNESSETH:

In consideration of the covenants, conditions and promises hereby mutually undertaken to be performed by the parties, the City hereby leases and the Association hereby hires and takes the following described premises located in the City of Coon Rapids, County of Anoka, State of Minnesota, to wit:

The concessions stand located in the northwesterly corner of Joseph Cook Memorial Arena, 11091 NW Mississippi Boulevard in the City of Coon Rapids.

Under the following terms and conditions:

1. Purpose. The Association shall operate the concession stand for the benefit of the Association for the time period October 1, 2010 through May 1, 2011 and will be fully operational for all times required by the manager of the arena including but not limited to:

Ice Show rehearsals	Saturday, April 16, 2011 Monday, April 18, 2011 Thursday, April 21, 2011
Ice Show	Friday, April 29, 2011 Saturday, April 30, 2011 Sunday, May, 1, 2011

Spring 3 on 3 Hockey Program

2. Rent. The Association shall pay as rental for the premises the sum of \$1,500.00

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year to be paid in two equal installments. The first payment in the amount of \$750.00 shall be due and owing upon execution of this agreement. Thereinafter, payment of \$750.00 each shall be due and payable on or before the 15th of December, 2011.

3. Term. The term of this lease shall commence as of the date October 1, 2009 and shall continue until May 1, 2011. It is specifically understood and agreed that the Association shall have access to the leased premises only during that term.

4. Arena Access. Keys to the arena and/or concession stand are the exclusive property of the City of Coon Rapids and will be issued as deemed necessary by arena management to Association's concession stand manager and must have an approved City of Coon Rapids records check prior to key issuance. Keys must be signed for at the beginning lease term and returned on the last day of the lease term. Keys may not be duplicated by the Association or any Association personnel. Duplication of keys or other security breaches may be considered a breach of this lease and, in addition to other remedies, may result in restriction or loss of after hours access privileges. If City determines that a breach of security has resulted due to a violation of this paragraph City may change the locks to the arena at Association's expense.

5. Taxes. The Association shall be responsible for and shall promptly pay when due all taxes, charges or other fees incidental to the operation of the concession stand by the Association.

6. Insurance. The Association agrees that it will, at its own cost and expense, procure and continue in force general liability insurance of not less than \$1,000,000 against any and all claims for injuries to persons or damage to property occurring in or about the leased premises resulting from the activities of the Association therein in such amount and with such companies as the City may from time to time approve. The Association shall also, at its cost and expense, procure and

continue in force, fire and extended coverage insurance in such amounts and with such companies as the City may from time to time approve. In each instance and with each type of coverage, the Association shall indemnify, and defend the City and the City shall be named as an additional insured. A certificate of insurance acceptable to the City shall be filed with the City prior to occupancy or use under this Lease. The certificate and the required insurance policies shall contain a provision that the coverage afforded under the contract will not be canceled or allowed to expire without at least 30 days prior written notice to the City. In the event of recovery by the Association under its property damage or fire insurance policy, proceeds therefrom shall be used to restore the building and premises to the condition which existed prior to the damage.

7. Improvements. It is understood and agreed by the parties that the leasing of the concession stand to the Association is predicated upon the Association's agreeing to provide a wide range of food and beverage service. To provide such service, the Association agrees to make such improvements to the concession stand as may be required from time to time by the County of Anoka for the issuance of a food and beverage handling license, including but not limited to, the furnishing and installation of sinks and other equipment determined to be necessary to meet County health standards. It is specifically understood and agreed that any such improvements made by the Association shall become a part of the leased premises and shall be the property of the City of Coon Rapids, all at no cost or expense to the City.

8. Maintenance and Repairs. The Association agrees to maintain and repair the premises at its sole expense and to at all times keep the same in a neat, clean and sanitary condition, free from waste or debris, and shall neither commit nor permit any waste or nuisance thereon. For purposes of this lease, maintenance and repairs shall include, but be limited to the repair or replacement of the

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sewer and water extensions, sinks and other equipment installed, electrical installations and the concession stand structure. The Association further agrees to perform at its expense any repairs, maintenance or replacements which the City deems to be necessary to maintain the premises in as good a condition as exists at the time of the commencement of this lease, reasonable wear and tear accepted. Such repair shall be accomplished within a time limit mutually agreeable by the parties. In the event of the vacation of the premises, the Association shall leave said premises in a neat and orderly condition and in as good a condition as exists at the time of the commencement of this lease, reasonable wear and tear accepted.

9. Other Equipment. The Association may use the cash register and miscellaneous display racks currently owned by the City and located within the premises. The Association agrees to accept the equipment as is and to provide the necessary repair and maintenance for said equipment during the continuance of this lease and to surrender such equipment at the end of the lease in a condition as good as exists at the commencement of this lease, reasonable wear and tear accepted.

10. City Vending Machines. It is specifically understood and agreed that the City retains the option in its sole discretion to continue the use and maintenance of vending machines located in the ice arena. Income generated from such machines shall be the sole income of the City.

11. Default. In the event of any default by the Association in the payment of rent, taxes, or in the performance of any other obligation to be kept or performed by it as provided herein, and such default continues for a period of ten days after receipt by the Association of a written notice from the City specifying such default, the City may, at its election, terminate this lease and re-enter and take full and absolute possession of the demised premises free from any further right or claim by the Association. The Association agrees that in the event of re-entry, it shall peaceably vacate the

premises and surrender the same.

12. Subletting. The Association agrees not to sub-lease said premises without the prior written consent of the City.

13. Indemnity for Accidents. The Association covenants and agrees that it will protect same and keep the City forever harmless and indemnify against and from any penalties or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of the Association or those holding under the Association, and will at all times protect, indemnify and save and keep harmless the City against any and all claims, loss, cause, damage, or other expense arising out of or from any accident or other occurrence on or about the demised premises causing injury to any person or property whosoever or whatsoever and will protect, indemnify, defend, save and keep harmless the City against and from any and all claims and against and from any and all loss, cause, damage or expenses arising out of any failure of the Association, in any respect, to comply with and perform all of the requirements and provisions of this lease.

In the performance of this lease, the Association understands that its employees, agents, and assigns are acting as independent contractors. Nothing contained in the lease shall be interpreted to create an employee/employer relationship between City and Association or any employee, agent, or assign of said Association.

[Signatures on the following page]

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IN WITNESS WHEREOF the parties hereto have executed this Lease as of the day and year first above written.

LESSOR:

CITY OF COON RAPIDS

By: _____
Tim Howe, Mayor

By: _____
Matthew S. Fulton, City Manager

APPROVED AS TO FORM AND
CONTENT:

By: _____
Stoney Hilus, City Attorney

LESSEE:

COON RAPIDS YOUTH HOCKEY
ASSOCIATION

By: [Signature]

Its: Vice President
Coon Rapids Youth Hockey



TO: Mayor, City Councilmembers, City Manager *7/19*

FROM: *CM* Craig Scott
Cook Memorial Ice Arena Manager *SS*

SUBJECT: City Commitment to Coon Rapids Youth
Hockey Association Entry Level Programs

DATE: September 21, 2010

INTRODUCTION

The Coon Rapids Youth Hockey Association is interested in continuing to support and encourage youth in the community to learn how to skate and play hockey. In this effort, the Association is requesting the City to provide up to 16 hours of ice time at no cost for the 2010 Jr. Cardinal Camp, Hockey Weekend Across America and other recruiting activities.

DISCUSSION

In 2008 the Coon Rapids Youth Hockey Association, with support from the City implemented the Jr. Cardinal Camp, a Summer and Fall series of 30-45 minute recruitment camps where participants can utilize Association equipment for skating and hockey instruction.

In 2009 over 80 new families registered for the camps resulting in over 40 new registrations at the Mite and U8 entry levels.

In addition, the Association would like to actively participate in Hockey Weekend Across America to be held Saturday, February 19th, 2011 to additionally introduce kids to the sport of hockey.

To assist in defraying the costs of the activities, the Association is requesting the City's help by contributing to the cost of the ice time.

BUDGET IMPACT

At the present ice rental rate of \$170.00/hr the total maximum financial support would be \$2,720.00.

This decrease in revenue should be partially offset in this same budget year by an increase in Mite and U8 player participation allowing the Association to field a full range of entry level teams. In future years each returning player would continue to contribute to CRYHA.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Community Development and Redevelopment section of the 2030 Strategic Vision in the following way:

By encouraging participation in the CRYHA program to foster future players to participate in the CRYHA which is the primary user of the City's Ice Arena facility. In addition, participation in community sports activities supports a high quality of life.

RECOMMENDATION

Approve the Coon Rapids Youth Hockey Association's request for providing up to 16 hours of ice time at Cook Arena for programs directed at the recruitment of beginning players.



TO: Mayor, City Councilmembers,
City Manager *[Signature]*

FROM: David J. Brodie *[Signature]*
Assistant City Attorney *[Signature]*

SUBJECT: Introduce Ordinance amending
Chapter 6-100

DATE: September 21, 2010

INTRODUCTION

Council is asked to consider amending Chapter 6-100 Dog Control to bring the Chapter in compliance with the Minnesota Dangerous Dog statute.

DISCUSSION

In 2008, the Minnesota Dangerous Dog statute was amended requiring additional conditions to be imposed on dangerous dogs, creating new notice and appeal procedures for dangerous dogs and allowing for review of a dangerous dog designation. The proposed ordinance incorporates these changes into Chapter 6-100. New requirements for dangerous dogs include requiring an owner to notify the City of the death, the sale or transfer of location of a dangerous dog, or sterilization of the dangerous dog. An owner of a dangerous dog must also have the dangerous dog sterilized and have a microchip implanted for identification purposes. The proposed ordinance provides a new notice provision and appeal process on orders issued by Animal Control. The appeal process in the proposed ordinance meets all the requirements of the Dangerous Dog statute. Appeals will now be heard by an impartial employee of the City or an impartial person retained by the City.

In addition to the changes made to meet the requirements of the Dangerous Dog statute, the proposed ordinance redefines dogs disturbing the peace (Barking dogs). Staff believes the current language is broad and vague and likely unconstitutional. The new definition for a dog disturbing the peace is found in 6-103 (10) of the proposed ordinance. This definition is the result of research into other communities' definitions for barking dogs and with input/support from the Safety Commission and Police Department.

Finally, the Chapter was reorganized to make it easier for citizens and staff to follow.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Housing/Neighborhood section of the City's long term strategy by creating a safer environment for City residents.

ACTION REQUIRED

Introduce ordinance amending Chapter 6-100 Dog Control.

ORDINANCE NO.

AN ORDINANCE REORGANIZING AND CLARIFYING CHAPTER
6-100, DOG CONTROL AND THEREBY AMENDING REVISED
CITY CODE – 1982 CHAPTER 6-100, DOG CONTROL

The City of Coon Rapids does ordain:

Section 1. Revised City Code – 1982 Chapter 6-100, Dog Control is hereby amended as follows: (deletions in brackets, additions double underlined)

CITY OF COON RAPIDS, MINNESOTA

CHAPTER 6-100

DOG CONTROL

6-101 Purpose. The City Council finds that dogs are an important part of the community in that they provide companionship, recreation, and protection for many citizens. The Council further finds that, if not properly treated and controlled, a dog can become a nuisance and a hazard to persons and property and that, therefore, the reasonable regulation of dogs is necessary to provide for the public health, safety, and general welfare.[Revised 11/17/98, Ordinance 1650]

6-102 Applicability of Chapter 5-100. The provisions of Chapter 5-100 shall apply to the issuance of licenses hereunder to the extent applicable.

6-103 Definitions. As used in this Chapter, unless the context otherwise indicates:

(1) ~~{(8)}~~ “Animal Control Authority” ~~[shall]~~ means the Police Department and any other person appointed by the City Manager to perform the duties of animal control.[Revised 11/17/98, Ordinance 1650]

(2) ~~{(4)}~~ “Dangerous Dog” ~~[shall]~~ means any dog within the City or outside the City has:

(a) Without provocation, inflicted substantial bodily harm on a human being on public or private property;

(b) Killed a domestic animal without provocation while off the owner's property; ~~[or]~~

(c) Been found to be potentially dangerous, and after the owner has been notified that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals~~[-]~~ ; or

(d) Attacked one or more persons on two or more occasions.

(3) “Designated Animal Shelter” means an entity contracted by the City to house, maintain, and dispose of animals from the City.

(4) ~~{(1)}~~ “Dog” ~~[shall]~~ means any male or female of any breed of domesticated dog.

(5) ~~{(2)}~~ “Owner” ~~[shall]~~ means the license holder or any other person or persons, firm, association, organization or corporation owning, keeping, possessing, having an interest in, having care custody or control of or harboring a dog. Any person keeping or harboring a dog for five ~~{(5)}~~ consecutive days ~~[shall, for the purposes of this chapter, be deemed]~~ is an owner thereof, for the purposes of this Chapter.

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~~[(5)]~~ (6) "Potentially Dangerous Dog" ~~[shall]~~ means any dog within the City or outside the City:

(a) When unprovoked, inflicts a bite[s] on a human or domestic animal on public or private property;

(b) When unprovoked, chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks, or any public property or private property, other than the dog owner's property, in an apparent attitude of attack; or [Revised 11/17/98, Ordinance 1650]

(c) ~~[Has]~~ Exhibits a known propensity, tendency or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

~~[(6)]~~ (7) "Proper Enclosure" ~~[shall]~~ means securely confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the animal from escaping and providing protection from the elements for the dog. A proper enclosure does not include a porch, patio, or any part of a house, garage or other structure that would allow the dog to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the dog from exiting.

~~(8) [(3)]~~ "Running at large" ~~[shall]~~ means any dog that is ~~[not either:]~~ off the premises of the owner and not under the custody of the owner or other person either by leash, cord, or chain of not more than six feet or otherwise restrained or confined.

~~—(a) Effectively contained within a fenced area on private property, or~~

~~—(b) Effectively restrained, by chain or leash, to private property with the consent of the property owner, or~~

~~—(c) Effectively restrained by a chain or leash not to exceed six (6) feet in length.]~~

(9) ~~[(7)]~~ "Substantial Bodily Harm" ~~[shall have]~~ has the meaning given it under Minnesota Statutes Section 609.02, subd. 7a. [Revised 11/17/98, Ordinance 1650]

(10) "Unreasonably disturbs the peace and quiet" includes, persistent howling, yelping, or barking for a ten minute period that is audible from a distance of more than 100 feet from where the animal is being kept.

6-104 Licensing.

(1) All dogs kept, harbored, or maintained in the City of Coon Rapids ~~[shall]~~ must be licensed and registered. Applications for licenses ~~[shall]~~ must be made to the City Clerk upon forms provided by the Clerk. ~~[Said]~~ The application ~~[shall]~~ will require the owner, among other information required by the City Clerk, to supply the name, age, predominant breed, sex, color and markings of each dog sought to be licensed. In addition, when the applicant or owner has been convicted of violation of ~~[See.]~~ Section 6-120 relative to the dog sought to be licensed, the application ~~[shall]~~ will require proof of public liability insurance as set forth in that section. Upon submission of the application and a certificate evidencing compliance with the terms and provisions of City Code Section ~~[6-107]~~ 6-115, relating to vaccination for rabies, and upon payment of a license fee, the City Clerk ~~[shall]~~ will issue a license, which license ~~[shall]~~ will be effective until the next 31st day of December of an even numbered year.

(2) A certified service dog that aids a person who is totally or partially blind or deaf, or who has physical or sensory disabilities, will be issued a dog license at no charge following receipt of the completed license application and proof the dog is certified as a service dog and has received a current rabies vaccination

(3) The fee for a dog license will be established from time to time by resolution of the City Council

6-105 Fees. The license and impoundment fees for a dog ~~[shall]~~ will be established from time to time by resolution of the City Council.[Revised 11/17/98, Ordinance 1650]

6-106 Tags. The license ~~[shall]~~ will be in the form of an identification tag and ~~[shall]~~ must be affixed by the owner to a collar to be worn by the dog. In case a tag is lost or destroyed, a duplicate will be issued by the City Clerk upon presentation of a receipt showing payment of the license fee for the current period and payment of \$1.00 for ~~[such]~~ the duplicate tag. Dog tags ~~[shall]~~ will not be transferable from one dog to another and no refunds ~~[shall]~~ will be made on any dog license fee.[Revised 11/17/98, Ordinance 1650]

6-107 ~~[Rabies Vaccination. Every owner or keeper of a dog shall cause the same to be vaccinated by a licensed veterinary surgeon with anti-rabies vaccine at least once in every 24-month period and prior to the time such dog shall reach the age of six (6) months.]~~ Animal Control Authority. In place of or in addition to the Police Department, the City Manager may appoint, or contract with, a person or persons, to perform the duties of Animal Control Authority.

6-108 [Running at Large:

~~— (1) Every owner or keeper of a dog shall cause the same to be under the control of and in custody of a person of sufficient age to adequately control the dog at all times, while the dog is off the premises of the owner. "Control" and "custody" shall mean on a leash of not more than six (6) feet in length. It shall be lawful to have a dog confined in a motor vehicle without a leash, but it must be on a leash if taken out of the vehicle.~~[Revised 11/17/98, Ordinance 1650]

~~— (2) Penalties:~~

~~— (a) The owner of a dog running at large is guilty of a petty misdemeanor.~~[Revised 11/17/98, Ordinance 1650]

~~— (b) The owner of a dog running at large after one or more convictions of similar offense(s) within the preceding 12 calendar months is guilty of a misdemeanor.~~[Revised 11/17/98, Ordinance 1650]] Duties of Animal Control Authority. The Animal Control Authority will perform the following duties:

(1) Capture, seize and deliver to any designated animal shelter any dog found: running at large within the City; unlicensed; or not wearing the metal tag provided for in this Chapter.

(2) Pick up and dispose of the carcasses of dead animals located on public property.

(3) Investigate all cases of animal bites reported to the authority and supervise the quarantine of any such animal pursuant to Section 6-116.

(4) Investigate all reports of dangerous or potentially dangerous dogs referred to the authority and complete the dangerous/potentially dangerous animal report.

(5) If not the Police Department, report regularly to the Chief of Police, or the Chief's designee, on the activities of the Animal Control Authority within the City.

6-109 ~~[Animal Control Authority. In place of or in addition to the Police Department, the City Manager may appoint, or contract with, a person or persons, to perform the duties of Animal Control Authority.]~~ No Interference with Officer. It will be unlawful for any person to knowingly interfere with any peace officer, Animal Control Authority, or any of their duly authorized assistants, or with any duly authorized agent while engaged in performing work under the provisions of this Chapter.

6-110 ~~[Duties of Animal Control Authority. The Animal Control Authority shall perform the following duties:~~[Revised 11/17/98, Ordinance 1650]

- 9
- (1) Capture, seize and deliver to any designated pound any dog found: running at large within the City; unlicensed; or not wearing the metal tag provided for in this chapter.
 - (2) Pick up and dispose of the carcasses of every dead animal.
 - (3) Investigate all cases of animal bites reported to the officer and supervise the quarantine of any such animal to assure that it is kept under observation for a period of 10 days.[Revised 11/17/98, Ordinance 1650]
 - (4) Investigate all reports of dangerous or potentially dangerous dogs referred to the officer, complete the dangerous/potentially dangerous animal form and refer the same to the County Auditor.[Revised 11/17/98, Ordinance 1650]
 - (5) If not the Police Department, report regularly to the Chief of Police, or the Chief's designee, on the activities of the Animal Control Authority within the City.] Impoundment. All dogs seized by the Police Department or the Animal Control Authority or any of the authority's duly authorized assistants must be immediately transported to the designated animal shelter. The owner, if known, will be immediately notified by telephone or personal contact and by written notice to the owner's last known address. If the owner is unknown, written notice containing a description of the animal will be posted at the animal shelter and the Police Department. The notice will advise that the owner has seven calendar days to claim the dog.

6-111 [Impoundment. All dogs seized by the Police Department or the Animal Control Authority or any of the authority's duly authorized assistants shall be immediately transported to the designated pound. The owner, if known, shall be immediately notified by telephone or personal contact and by written notice to the owner's last known address. If the owner is unknown, written notice containing a description of the animal shall be posted at the pound and the City Center. The notice shall advise that the owner has five (5) regular business days to claim the dog. "Regular business day" means any day during which the pound is open to the public not less than four (4) consecutive hours between the hours of 8:00 a.m. and 7:00 p.m.] Reclaiming. An owner may reclaim an impounded dog by meeting the applicable requirements of this Chapter and:

- (1) If the dog has a current license, by paying to the designated animal shelter impound boarding fees as determined by contract between the City and the designated animal shelter, for each day the animal has been confined.
- (2) If the dog does not have a current license, by first obtaining a license from the City Clerk and paying the required impound boarding fees to the designated animal shelter.

6-112 [Reclaiming. An owner may reclaim an impounded dog:

- (1) If the dog has a current license, by paying to the pound master an impounding fee as established from time to time by resolution of the City Council plus a boarding fee in an amount determined by agreement between the City and the designated pound, for each day the animal has been confined.
- (2) If the dog does not have a current license, by first obtaining a license from the City Clerk and paying the required fees to the pound master.] Unclaimed Animals. Any animal not claimed within the allotted time will be disposed of in accordance with the provisions of Minnesota Statutes Section 35.71, Subdivision 3, as amended.

6-113 [No Interference with Officer. It shall be unlawful for any person to knowingly interfere with any peace officer, Animal Control Authority, or any of their duly authorized assistants, or with any duly authorized agent while engaged in performing work under the provisions of this chapter.] Destroying a Dog. It is unlawful for any person other than the

Animal Control Authority or a Police Officer to kill or destroy any dog running at large in the City or that has been known to bite a person within a period of 10 days or is being held pursuant to Section 6-116. This section will not apply if the dog is destroyed to prevent the infliction of substantial bodily harm on a human being.

6-114 [Unclaimed Animals. Any animal not claimed within the allotted time shall be disposed of in accordance with the provisions of Minnesota Statutes Section 35.71, Subdivision 3, as amended.] Abandonment. No person shall abandon or release any dog or other animal within the boundaries of the City of Coon Rapids.

6-115 [Report of Dog Bites. Any person knowing of a human being bit by a dog shall immediately notify the Animal Control Authority or the Police Department and said dog shall then be confined and kept under observation for a period of 10 days before being disposed of, if necessary. Failure to make the appropriate notification shall constitute a petty misdemeanor.] Rabies Vaccination.

(1) All applicants for a dog license or duplicate thereof will present to the Clerk or Clerk's designee, at the time of license application, a certificate issued by a Doctor of Veterinary medicine confirmation that the dog being licensed has been vaccinated against rabies, and that such vaccination is effective on the date the certificate is presented. No license shall be issued without such veterinarian's certificate.

(2) Any dog found not to be currently vaccinated against rabies shall be subject to immediate impoundment, and its owner or any person who claims the animal shall pay, in addition to the fees and charges authorized in Section 6-105, the actual cost of rabies vaccination administered the animal by or at the direction of the City's agent.

(3) No dog need be vaccinated when a licensed veterinarian has examined the animal and certified that, at such time, vaccination would endanger its health because of its age, infirmity, debility, illness, or other medical consideration; and such exception certificate is presented to the Animal Control Officer within five days of such examination. The animal shall be vaccinated against rabies as soon as its health and age permit. Unvaccinated animals must be confined to the owner's property or a veterinary facility.

(4) No dog will be released from impoundment by the City's agent, regardless of reason for impoundment, until the certificate required in this subsection has been supplied or other adequate proof has been furnished to the City ensuring compliance with the vaccination requirement.

6-116 [Destroying a Dog. It shall be unlawful for any person other than the Animal Control Authority or a Police Officer to kill or destroy any dog or animal of the dog kind running at large in the City or that has been known to bite a person within a period of 10 days. This section shall not apply if the dog is destroyed to prevent the infliction of substantial bodily harm on a human being.] Report of Dog Bites. Any person knowing of a human being bit by a dog must immediately notify the Animal Control Authority or the Police Department. Said dog will then be impounded and kept under observation for a period of 10 days before being disposed of, if necessary, unless owner provides proof of current rabies vaccination. If proof is provided at the time the dog is to be impounded or within 24 hours after the dog has been impounded, the dog can be released to the owner to be quarantined at the owner's residence. Failure to notify the Animal Control Authority or Police Department of a human being bit by a dog constitutes a petty misdemeanor.

6-117 [Abandonment] No person shall abandon or release any dog, cat, or other animal within the boundaries of the City of Coon Rapids.]

Running at Large.

(1) It is unlawful for any person who owns or has custody of a dog to allow such animal to run at large.

(2) It is lawful to have a dog confined in a motor vehicle without a leash, but it must be on a leash if taken out of the vehicle.

(3) Penalties.

(a) The owner of a dog running at large is guilty of a petty misdemeanor.

(b) The owner of a dog running at large after one or more convictions of similar offense(s) within the preceding 12 calendar months is guilty of a misdemeanor.

6-118 Nuisances. In addition to any other penalties imposed under this Chapter, [the] keeping, maintaining, or harboring a dog that has been permitted to run loose or has caused damage to or loss of private property belonging to a person other than the owner thereof [and] or any member[s] of [his] the owner's household on three [(3)] or more occasions [within a period of 12 consecutive months shall be] is deemed a public nuisance. The following events [shall] will be considered in determining whether or not there has been a violation of this [paragraph] Section which constitutes a public nuisance: [Revised 11/17/98, Ordinance 1650]

(1) Conviction under City Code Chapter [6-108] 6-117 involving the permitting of a dog to run at large. [Revised 11/17/98, Ordinance 1650]

(2) Payment to a person by or on behalf of the owner for damages to or destruction of private property or for personal injury.

(3) An acknowledgment by the owner or keeper of [~~an animal~~] a dog that it has caused such damage or personal injury.

6-119 Abatement. A dog found to be a nuisance under Section 6-118 [~~shall~~] must be abated by the owner or keeper of such animal by the disposition of the animal within [fourteen (14)] days after receipt of notice to the owner or keeper thereof. "Disposition" [~~shall~~] means the destruction of the animal or its permanent removal from the City. [~~Said a~~] Notice of Abatement [~~shall~~] will be sent by the Chief of Police or [his] the Chief's designee by [~~registered~~] certified mail to the owner's last known address. If the owner or keeper of the animal fails to comply within the above-specified period, the Animal Control Authority is authorized and directed to capture and immediately dispose of such animal. The owner or keeper of the dog [~~shall~~] must immediately make the animal available to the Animal Control Authority. [Revised 11/17/98, Ordinance 1650]

6-120 Dangerous Dogs.

(1) Violation. The owner of a dog that commits an act or acts which identifies the dog as a Dangerous Dog is guilty of a misdemeanor, provided that the City in lieu thereof may, in its sole discretion, charge the owner under the provisions of Minnesota Statutes Section 609.226.

(2) Notice. Upon a determination by the Chief of Police, or the Chief's designee, that a dog is a Dangerous Dog, the Chief, or the Chief's designee, [~~shall~~] will notify the owner in [~~writing served personally or by certified mail sent to the owner's last known address. The notice shall identify the dog, describe the act or acts, including place, date and time that resulted in the Dangerous Dog determination, order the owner to destroy the dog or permanently remove the dog from the City within seven (7) calendar days of the notice, and advise the owner of the owner's appeal rights under Section 6-122]~~ the manner prescribed in 6-122(1). Notice of a

dangerous dog allowed to remain in the City ~~[shall]~~ will be sent to each residence located within 350 feet of the dog's residence, and to each public or private school located within 1,000 feet thereof.

(3) Requirements. If the ~~[City Council]~~ Hearing Officer, on appeal, permits the dog to remain in the City, the following requirements ~~[shall]~~ apply unless the ~~[Council]~~ Hearing Officer finds that the dog is not a dangerous dog.

(a) Registration. The owner of a Dangerous Dog ~~[shall]~~ must ~~[obtain a certificate of registration from the County showing]~~ provide to the City evidence that:

(i) a proper enclosure exists for the Dangerous Dog and there is a posting on the premises with a clearly visible warning sign, including a warning symbol, to inform children that there is a Dangerous Dog on the property; and

(ii) a surety bond issued by a surety company authorized to conduct business in this state in a form acceptable to the ~~[County]~~ City in the sum of at least ~~[\$50,000]~~ \$300,000 payable to any person injured by the Dangerous Dog or a policy of liability insurance issued by an insurance company authorized to conduct business in this state in the amount of at least ~~[\$50,000]~~ \$300,000, insuring the owner of any personal injuries inflicted by the Dangerous Dog.

(b) Warning Symbol. The owner of a Dangerous Dog ~~[shall]~~ must post on the owner's property a ~~[warning symbol]~~ sign with the uniform dangerous dog warning sign issued by the ~~[County]~~ City to inform children there is a Dangerous Dog on the property.

(c) [County] Dangerous Dog Fees. ~~[The owner of a Dangerous Dog shall pay all fees imposed by the County in]~~ In addition to the City's dog licensing fees, the owner of a dangerous dog must pay a dangerous dog fee that will be established from time to time by resolution of the City Council.

(d) Tag. A Dangerous Dog ~~[registered with the County]~~ must have a standardized, easily identifiable tag identifying the dog as dangerous and containing the uniform dangerous dog symbol affixed to the dog's collar at all times.

(e) Control. ~~[An owner of a]~~ A Dangerous Dog ~~[shall]~~ must ~~[keep the Dangerous Dog]~~ be kept in a proper enclosure while on the owner's property ~~[, in a Proper Enclosure]~~. If the dog is outside the ~~[P]~~proper ~~[E]~~enclosure, the dog must be muzzled and restrained by a substantial chain or leash not exceeding ~~[six (6)]~~ four feet in length and under the physical control of a responsible adult ~~[responsible person]~~. The muzzle must be made in a manner that will prevent the dog from biting any person or animal, but will not cause injury to the dog or interfere with its vision or respiration.

(f) An owner of a Dangerous Dog must notify the Animal Control Authority in writing of the death of the dog or its transfer to a new jurisdiction within 30 days of the death or transfer, and must, if requested by the Animal Control Authority, execute an affidavit under oath setting forth either the circumstances of the dog's death and disposition or the complete name, address, and telephone number of the person to whom the dog has been transferred.

(g) The Animal Control Authority will require a Dangerous Dog to be sterilized at the owner's expense. If the owner does not have the animal sterilized within 30 days, the Animal Control Authority may have the animal sterilized at the owner's expense.

(h) The owner of a Dangerous Dog who rents property from another where the dog will reside must disclose to the property owner prior to entering the lease agreement and at the time of any lease renewal that the person owns a dangerous dog that will reside at the property.

(i) If the owner of a Dangerous Dog sells the dog, the owner must notify the purchaser that the Animal Control Authority has identified the dog as dangerous. The seller must also notify the Animal Control Authority in writing of the sale and provide the Animal Control Authority with the new owner's complete name, address, and telephone number.

(j) The owner of a Dangerous Dog must have a microchip implanted in the dog for identification, and the name of the microchip manufacturer and identification number of the microchip must be provided to the Animal Control Authority. If the microchip is not implanted by the owner, it may be implanted by the Animal Control Authority. In either case, all costs related to purchase and implantation of the microchip must be borne by the dog's owner. No person will remove a microchip from a Dangerous Dog.

(4) Exceptions. The provisions of this Section [shall] do not apply to the following:

(a) Dogs used by law enforcement officials for police work.

(b) Dogs where the threat, injury or damage was sustained by a person:

(i) who was committing, at the time, a willful trespass or other tort[e] upon the premises occupied by the owner of the dog;

(ii) who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused or assaulted the dog; or

(iii) who was committing or attempting to commit a crime.

(5) Confiscation.

(a) Seizure. The Animal Control Authority having jurisdiction [shall] will immediately seize any Dangerous Dog if:

(i) the owner does not appeal the Police Chief's order within the appeal period;

(ii) the owner does not comply with the requirements of paragraph (3) of this section for any dangerous dog allowed to remain in the City;

(iii) the dog is not destroyed or permanently removed from the City within five

(5) calendar days after the City Council has denied an appeal.

(b) Costs. If an owner of a dangerous dog is convicted of a crime for which the dog was originally seized, the Court may order that the dangerous dog be confiscated and destroyed in a proper and humane manner, and that the owner pay the costs incurred in confiscating, confining, and destroying the dangerous dog.

(c) Reclaiming. A Dangerous Dog seized under this Section may be reclaimed by the owner of the dog upon payment of impounding and boarding fees and presenting proof to the appropriate Animal Control Authority that the requirements of this Chapter ~~[will be]~~ have been met. A dog not reclaimed under this paragraph within seven days may be disposed of as provided under ~~[Minn. Stat. §]~~ Minnesota Statutes Section 35.71, subd. 3, and the owner is liable to the City for costs incurred in confining and disposing of the dog.

(6) Subsequent Violations.

(a) The owner of a Dangerous Dog that commits a subsequent act or acts described in Section ~~[6-103(3)]~~ 6-103(6) or 6-103(8) ~~[shall be]~~ is guilty of a misdemeanor and the dog must be destroyed or permanently removed from the City within five calendar days after receipt of an order from the Chief of Police, or the Chief's designee.

(b) ~~[The owner of a Dangerous Dog that commits a subsequent act or acts described in Section 6-103(5) shall be guilty of a misdemeanor and the dog must be destroyed or permanently removed from the City within five calendar days after receipt of an order from the Chief of Police, or the Chief's designee.]~~

—(e)] The owner of a Dangerous Dog that commits a subsequent act or acts described in Section 6-103[(4)] (2) ~~[shall be]~~ is guilty of a misdemeanor, provided that in lieu thereof the City, in its sole discretion, may charge the owner under the provisions of ~~[Minn. Stat. §]~~ Minnesota Statutes Section 609.226, and the dog must be destroyed within five calendar days after receipt of an order from the Chief of Police or the Chief's designee.

~~[(7) Order. Any order issued by the Chief of Police, or the Chief's designee pursuant to this Section shall be in writing and shall be served on the owner personally or by certified mail sent to the owner's last known address. If the order is served by certified mail, three days shall be added to the compliance date. The order must identify the dog, describe the act or acts giving rise to the order including the place, date, and time, state the compliance date and advise the owner of the owner's appeal rights under Section 6-122.]~~

6-121 Potentially Dangerous Dog.

(1) Violation. The owner of a dog that commits an act which identifies the dog as a Potentially Dangerous Dog is guilty of a misdemeanor.

(2) Notice. Upon a determination by the Chief of Police, or the Chief's designee, that a dog is a Potentially Dangerous Dog, the Chief or the Chief's designee ~~[shall]~~ will notify the owner in the same manner prescribed in 6-122(1) ~~[writing served personally or by certified mail sent to the owner's last known address. The notice shall identify the dog, describe the act or acts including place, date, and time that resulted in the Potentially Dangerous Dog determination, advise the owner of the requirements for maintaining a Potentially Dangerous Dog in the City and that a subsequent violation relating to the same dog will result in the dog being destroyed or removed from the City and advising the owner of the owner's appeal rights under Section 6-122].~~ Following the exhaustion of all appeal rights, notice of a potentially dangerous dog ~~[shall]~~ will be sent to each residence located within 350 feet of the dog's residence, and to each public or private school located within 1,000 feet thereof.

(3) Requirements.

(a) A dog determined to be a Potentially Dangerous Dog ~~[shall]~~ must be kept in a Proper Enclosure while on the owner's property. If the dog is outside the Proper Enclosure, the dog must be muzzled and restrained by a substantial chain or leash not exceeding six ~~[(6)]~~ feet in length and under the physical control of a responsible adult person. The muzzle must be made in a manner that will prevent the dog from biting any person or animal but that will not cause injury to the dog or interfere with its vision or respiration.

(b) The owner of a Potentially Dangerous Dog must have a microchip implanted in the dog for identification, and the name of the microchip manufacturer and identification number of the microchip must be provided to the Animal Control Authority. If the microchip is not implanted by the owner, it may be implanted by the Animal Control Authority. In either case, all costs related to purchase and implantation of the microchip must be borne by the dog's owner. No person will remove a microchip from a Potentially Dangerous Dog.

(4) Subsequent Violations.

(a) Upon a subsequent act involving the same dog and described in Sections ~~[103(3)]~~ 6-103~~[(5)]~~ (6) or 6-103(8), the owner shall be guilty of a misdemeanor and, in addition, the dog must be destroyed or permanently removed from the City within five calendar days upon order from the Chief of Police or the Chief's designee.

~~[(5)]~~ (b) If a dog designated as a Potentially Dangerous Dog commits a subsequent act or acts described in Section ~~[6-103(4)]~~ 6-103(2), the owner is guilty of a misdemeanor,

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provided that the City in lieu thereof ~~[may]~~ will, in its sole discretion, charge the owner under the provisions of ~~[Minn. Stat. §]~~ Minnesota Statutes Section 609.226 and ~~[, in addition,]~~ the dog must be destroyed within five calendar days of receipt of an ~~[upon]~~ order from the Chief of Police or the Chief's designee.

~~[(6) — Any order issued by the Chief of Police, or the Chief's designee, pursuant to this Section shall be in writing and shall be served upon the owner personally or by certified mail sent to the owner's last known address. If the order is served by certified mail, three days shall be added to the compliance date. The order must identify the dog, described the act or acts giving rise to the order including the place, date, and time, state the compliance date, and advise the owner of the owner's appeal rights under Section 6-122.]~~

6-122 ~~[Appeals. Any owner who feels aggrieved by a notice or order of the Chief of Police, or the Chief's designee may request a hearing before the City Council by filing an appeal in writing with the City Manager within seven (7) 14 days after receipt of the notice or order. Upon the filing of such appeal, no further action shall be taken by the City until the matter has been decided by the City Council and all appeals or appeal times therefrom have been exhausted. Upon receipt of the request, the City Manager shall place the matter before the Council at its next regular meeting that occurs at least seven (7) days after receipt of the request. The owner may appear with or without counsel and present evidence in opposition to the notice or order. Following such hearing the Council shall make a determination of facts and shall, based upon such determination, affirm, repeal, or modify the Chief's notice or order. The Council shall also establish a date for compliance with the order as affirmed or modified, which date shall be not less than five (5) days thereafter.]~~ Notice and Appeal Hearing.

(1) Notice. After a dog has been declared Dangerous or Potentially Dangerous or has been seized for destruction or has committed subsequent violations, the City shall give notice by delivering or mailing the notice to the owner of the dog, or by posting a copy of the notice at the place where the dog is kept, or by delivering the notice to a person residing on the property, and telephoning, if possible. The notice shall include:

(a) a description of the seized dog; the authority for and purpose of the declaration and seizure; the time, place, and circumstances under which the dog was declared; and the telephone number and contact person where the dog is kept;

(b) a statement that the owner of the dog may request a hearing concerning the declaration and that failure to do so within 14 calendar days of the date of the notice will terminate the Owner's right to an appeal hearing;

(c) a statement that if an appeal request is made within 14 calendar days of the notice, the owner must immediately comply with the requirements of Minnesota Statutes, Section 347.52, paragraphs (a) and (c) regarding proper enclosures and notification to the City upon transfer or death of the dog, until such time as the hearing officer issues an opinion;

(d) a statement that if the hearing officer affirms the Dangerous Dog declaration, the owner will have 14 days from receipt of that decision to comply with all other requirements of Minnesota Statutes, Sections 347.51, 347.515, and 347.52;

(e) a form to request a hearing; and

(f) a statement that if the dog has been seized, all maintenance costs of the care, keeping, and disposition of the dog pending the outcome of the hearing are the responsibility of the owner, unless a court or hearing officer finds that the seizure or impoundment was not substantially justified by law.

(2) Right to Appeal Hearing.

(a) After a dog has been declared Dangerous, Potentially Dangerous or has been seized for destruction, the owner may appeal in writing to the Chief of Police or the Chief's designee within 14 calendar days after the notice of the declaration or seizure. Failure to do so within 14 days of the date of the notice will terminate the owner's right to a hearing. The owner must pay to the City a \$100 fee for an appeal hearing.

(b) The appeal hearing will be held within 14 calendar days of the request. The hearing officer must be an impartial employee of the City or an impartial person retained by the City to conduct the hearing.

(c) If the declaration or destruction is upheld by the hearing officer, actual expenses of the hearing up to a maximum of \$1,000, as well as all maintenance costs, will be the responsibility of the dog's owner. The hearing officer shall issue a decision on the matter within 10 days after the hearing. The decision shall be delivered to the dog's owner by hand delivery or certified mail as soon as practical and a copy shall be provided to the City. The subsequent decision of the hearing officer is final.

6-123 Failure to Comply with Order. Any owner who fails to comply with an order to destroy a Dangerous Dog or to destroy or permanently remove a Potentially Dangerous Dog from the City is guilty of a misdemeanor. In addition, the Animal Control Authority ~~[shall]~~ will confiscate the dog and have it destroyed in a proper and humane manner and the costs thereof ~~[shall]~~ will be the responsibility of the owner. [Revised 11/17/98, Ordinance 1650]

6-124 Review of Designation. Beginning six months after a dog is declared a dangerous dog, an owner may request annually that the Animal Control Authority review the designation. The owner must provide evidence that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the Animal Control Authority finds sufficient evidence that the dog's behavior has changed, the Authority may rescind the dangerous dog designation.

6-125 Stopping an Attack. If any police officer or animal control officer is witness to an attack by an animal upon a person or another animal, the officer may take any appropriate means to bring the attack to an end and prevent further injury to the victim, including destroying the dog, if necessary. [Revised 11/17/98, Ordinance 1650]

[6-125] 6-126 Dogs Disturbing the Peace. It ~~[shall be]~~ is unlawful for any person to own, keep, have in possession, or harbor any dog which howls, yelps, or barks ~~[to the reasonable annoyance of another person or persons. Any person violating this section, who upon first requested by a peace officer or the Animal Control Authority to stop or prevent the annoyance, and refuses to comply with the request will be issued a citation or arrested in accordance with Minnesota Rules of Criminal Procedure, and, if]~~ in such a way that unreasonably disturbs the peace and quiet of another person or persons. If the officer deems it necessary to stop the [annoyance] disturbance, [may have] the dog may be seized and taken to the [City animal shelter] designated animal shelter. Any dog placed in the animal shelter may be reclaimed by the owner in accordance with the provisions of ~~[6-112]~~ Section 6-111, and if not reclaimed may be disposed of in the manner provided in Section ~~[6-114]~~ 6-112. A violation of this Section ~~[shall constitute]~~ is a petty misdemeanor. A violation of this Section after one or more convictions of similar offenses within the preceding 12 calendar months ~~[shall be]~~ is a misdemeanor. This section shall not apply to dogs responding to trespassers or dogs provoked to bark.

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[6-126] 6-127 Removal of Excrement.

(1) It is unlawful for any person who owns or has custody of a dog to cause or permit such animal to defecate on any private property without the consent of the property owner or on any public property unless such person immediately removes the excrement and places it in a proper receptacle.

(2) While a person is with any dog on property not occupied by or under the control of that person, such person will have in their immediate physical possession a means to collect and sanitarly dispose of all the dog's fecal matter deposited on public property or the private property of another.

(3) Any person who owns, keeps, harbors, or has charge or control of a dog in or upon premises or land occupied by, or under the control of, that person shall frequently collect and remove any accumulation of dog fecal matter that is unhealthy or offensive to any person or neighborhood.

(4) A violation of this Section ~~[shall constitute as]~~ is a petty misdemeanor. The provisions of this Section ~~[shall]~~ do not apply to seeing-eye dogs under the control of a blind person or dogs while being used in City Police activity. [Revised 11/17/98, Ordinance 1650]

[6-127] 6-128 Community Service Officers May Issue Citations. Community service officers may issue citations for violations of this [e]Chapter, ~~[provided, that no community service officer may require a person served to sign a promise to appear with respect to any such citation].~~

[6-128] 6-129 Penalties. Unless otherwise expressly provided, any violation of this Chapter ~~[shall]~~ constitutes a misdemeanor.

Introduced this ____ day of _____.

Adopted this ____ day of _____.

Tim Howe, Mayor

ATTEST:

Joan A. Anderson, City Clerk



TO: Mayor, City Councilmembers, City Manager
FROM: Steve Gatlin, Public Services Director
SUBJECT: Other Council Business
Re: New Dog Park Location
DATE: September 21, 2010

INTRODUCTION

At the September 7, 2010 Council meeting, Councilmember Johnson raised the issue of possible consideration for a second dog park. Staff understands it is Councilmember Johnson's intent that the new dog park replace the existing park because of problems that have resulted from the current location in Trackside Park located at 104th Avenue and Hummingbird Street.

DISCUSSION

Approximately two years ago staff discussed with Anoka County, the possibility of a joint dog park on the Bunker Hills Regional Park property. The proposed location was near the current compost site. The dog park would be constructed by Anoka County and would serve Anoka County residents along with residents of Coon Rapids and Andover. Both Anoka County and the two cities would contribute financially to the project and the project would serve area residents. Anoka County planned to use federal funds to fund a trail system that would connect the dog park with other area facilities. In the future staff will meet with Anoka County to discuss the status of the project and how to proceed. We have not discussed the status of the project since early 2009.

In addition to the Anoka County location, other sites previously considered included a portion of the vacant property immediately adjacent to Fire Station #2. This site was ruled out, however, because of parking constraints and the use of this property for our community gardens.

Another site considered was the northerly portion of Wilderness Park along Main Street between Crane Street and Avocet Street. As part of the Main Street reconstruction project, the railroad tracks in the area will be grade separated with a bridge over Main Street. This may somewhat limit access to this portion of Wilderness Park, however, this site can be further explored if the Anoka County Regional Park site does not prove feasible.

Staff will continue to work with the Anoka County Parks Department staff and our own Parks Department personnel to determine the best location for a new dog park.

Funding is not included in the 2011 Parks Capital Improvement Program for construction of a second dog park. Once a reasonable location has been determined, staff will develop a plan and budget for a new dog park.

Mayor, City Councilmembers, City Manager
New Dog Park Location
September 21, 2010
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ALIGNMENT WITH STRATEGIC VISION

This item aligns with the Open Space/Recreation section of the 2030 Vision by “developing and implementing a major parks renovation capital plan that revitalizes the City’s comprehensive parks system.”

BUDGET IMPACT

The budget impact for a new dog park cannot be determined at this time.

RECOMMENDATION

No further action is necessary on this item at this time. As planning for a second dog park proceeds, staff will keep Council advised.



TO: Mayor, City Councilmembers, City Manager *W.H.G.*
 FROM: Steve Gatlin, Public Services Director *SG*
 SUBJECT: Other Council Business
 Re: Six Cities Watershed Management Organization
 DATE: September 21, 2010

INTRODUCTION

At the September 7, 2010 meeting, Mayor Howe introduced a letter received from Mayor Tom Ryan of Blaine. Mayor Ryan sent a letter to all mayors of the Six Cities WMO outlining Blaine's desire to leave the Six Cities WMO and become part of the Coon Creek Watershed District.

DISCUSSION

Mayor Howe suggested that this matter be discussed at a future City Council workshop. The Six Cities WMO Board held their own workshop to discuss options to continue as a WMO. This workshop was held on Tuesday, September 14, 2010 at Coon Rapids City Hall.

Because of the increasing costs to manage storm water and limited financial resources among member cities, the Six Cities WMO is looking at other options in terms of how to manage storm water. These would include:

1. Continuing as a Joint Powers Agreement WMO with possibly fewer members
2. Continuing as a Joint Powers Agreement WMO and seeking State legislative authority to become a taxing jurisdiction to special levy
3. Forming a new statutory watershed district or becoming part of an adjacent existing watershed district

These three alternatives were described and discussed in detail at the September 14, 2010 workshop. Staff recommends this item be placed on a future Council workshop agenda and discussed in greater detail.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the excellence in government section of the City's long term strategic vision. By amending the Joint Powers Agreement and updating Watershed Management Plan, the City of Coon Rapids will ensure that the Six Cities WMO is managed with excellence in operational efficiency and environmental sustainability consistent with the City's 2030 Vision.

Mayor, City Councilmembers, City Manager
Six Cities Watershed Management Organization
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BUDGET IMPACT

Budget impact for the Six Cities WMO was described in detail at the September 14, 2010 workshop. Funding for the Six Cities WMO is currently included in the 2011 Budget.

RECOMMENDATION

No further action is necessary on this item; it is being presented for informational purposes only. The item should be placed on a future workshop agenda to discuss options available.



TO: Mayor, City Councilmembers

FROM: Matt Fulton, City Manager *MF*

SUBJECT: Updated Council Work Session Dates and Topics

DATE: September 21, 2010

INTRODUCTION

Staff is seeking Council direction for scheduling upcoming dates and topics for Council work sessions.

DISCUSSION

At a meeting earlier this year, Council scheduled the following dates for work sessions. Below are suggested topics for those dates:

Tuesday, September 28

Joint Meeting with the School Board

Tuesday, October 12 *Suggest Cancel Meeting*

Tuesday, October 26

CAP Program/State Fine Fees

Building Inspection/Permitting Process

Closed Session Regarding Negotiations

Tuesday, November 9

Special Meeting to Canvass General Election

Charter Commission Interviews

Tuesday, November 23 *Suggest Cancel Meeting*

Tuesday, December 14

City Manager Performance Review

RECOMMENDATION

Council direction is requested.